

GRANT COUNTY TOURISM PROMOTION AGREEMENT

LTAC GRANT #: 2023-02

EVENT: Grant County Fair

ORGANIZATION: Grant County Fairgrounds

AMOUNT: \$ 75,000

THIS AGREEMENT is made by and between Grant County, a non-charter County of the State of Washington, hereinafter referred to as "County," and Grant County Fairgrounds hereinafter referred to as "The Entity," jointly referred to as "Parties."

DEFINITIONS

Tourism Promotion. "Tourism promotion" means activities, operations, and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies; and funding the marketing of or the operation of special events and festivals designed to attract tourists.

Fund(s). "Fund(s)" is defined as any amount of compensation derived from the lodging tax monies of Grant County which is allocated to the Entity for tourism promotion.

IN CONSIDERATION of the terms and conditions contained herein, the Parties covenant and agree as follows:

- 1. Purpose of Agreement.** The purpose of this Agreement is for the County and the Entity to promote tourism in Grant County. The County agrees to make funds available to the Entity for the purpose of tourism promotion to attract visitors overnight to create business and revenue in Grant County.
- 2. Administration.** The Board of County Commissioners Office shall administer and be the primary contact for The Entity regarding terms of this Agreement. For good cause, as solely determined by the County, the County may direct that the Entity is no longer entitled to the use of said funds for tourism promotion and terminate this Agreement.
- 3. Representations.** The Entity shall use the funds received from the County for tourism promotion and advertising solely for the purposes and in accordance with the proposal submitted by the Entity to the County. The Entity shall perform the services and work set forth in the proposal and promptly cure any failure in performance. The County has relied upon the representations made by the Entity in the proposal. By execution of this Agreement, the Entity represents that the funds will be used for tourism promotion as defined by this Agreement in accordance with all current laws, rules and regulations. No substitutions of purpose or use of the funds shall be made without the written consent of the County. The County shall make decisions and carry out its other responsibilities in a timely manner.

GRANT COUNTY TOURISM PROMOTION AGREEMENT

4. **Requirements for Grant Use.** Tourism promotion grants are intended to increase Tourism and to draw tourists from more than 50 miles away. As a requirement of your grant approval you will be required to:

- a. Promote Grant County LTAC, on all advertising, as a sponsor and have the Grant County LTAC logo provided to all appropriate media. The logo for advertising use is available in multiple formats at: <https://wa-grantcounty.civicplus.com/1032/Lodging-Tax-Advisory-Committee-LTAC-Logo>.
- b. Utilize grant funds to advertise, promote or otherwise attract visitors to your event/venue from more than 50 miles away (local events should be funded through local LTAC grants). Grant funds may not be used for the following:
 - i. Capital Improvements
 - ii. Advertising locally – to draw from local crowds for local events.

5. **Reporting.** RCW 67.28.1816 as amended includes reporting requirements for the Entity and the County on the use of funds distributed pursuant to this Agreement and the estimated and actual number of increased visitors. These reports are required to be provided by the Entity to the County and by the County to the Joint Legislative Audit and Review Committee (JLARC). The following provisions allow the Entity and The County to meet their respective requirements under RCW 67.28.1816.

- a. Estimated Increase in Visitors. As part of its LTAC application, the Entity shall provide the County with an estimate of the number of visitors resulting from the use of funds under this Agreement. The estimated number of visitors provided shall be consistent with the Entity's proposal to the County for lodging tax funds, to the extent such estimates were provided therein.
- b. Final Report on Increase in Visitors. Upon completion of the tourism promotion as specified with the application and this Agreement, but no later than the last working day in 15th day of December of the year funding was received, the Entity shall complete a report substantially and provide to the County a final report of the number of visitors resulting from the use of funds under this Agreement and expenditures and uses of funds under this Agreement. The numbers of visitors shall be based on an actual count, or if it is not practical to make an actual count, a good faith best-estimate of the number of visitors resulting from the use of funds under this Agreement. The final report shall describe the methods used to determine the actual number of visitors, or in the event such numbers were determined from an estimate, the methods used to determine such estimates.
- c. The County Reporting. The County shall provide the Entity's estimates and final report to JLARC as part of its annual report.
- d. All reimbursement requests must include copies of the invoice, receipt of payment and/or tear sheet to provide proof of request, payment and use. All reimbursement requests must be submitted on an itemized cover invoice provided by the County.

6. **Modifications.** The County may modify this Agreement and order changes in the work whenever necessary or advisable. The Entity will accept modifications consistent with state and local law when directed orally or in writing by the County Commissioners or designee.

GRANT COUNTY TOURISM PROMOTION AGREEMENT

7. **Term of Contract.** This Agreement shall be in full force and effect upon full execution and shall remain in effect until terminated either by The Entity expending the allocated County funds or completion of the tourism promotion activities. Either Party may terminate this Agreement by 30 days written notice to the other Party or with no notice upon a determination by the County that the funds will not be or have not been used for the purpose as stated in this Agreement. In the event of such termination, the County shall cease and desist from distributing any further funds to The Entity for work performed or otherwise. The County shall make payment for all work satisfactorily performed up to the time of termination.

8. **Compensation.** The County agrees to pay the Entity an amount not to exceed \$ 75000, as recommend by the LTAC and approved by the County Commissioners.

9. **Payment.** The County shall pay the Entity upon presentation of approved documentation to the County. The Entity shall be responsible for showing that the County funds were used for tourism promotion. The proof of expenses shall be forwarded for reimbursement to the LTAC Clerk, as part of required reporting, at the below stated address no later than 60-days from the completion of your event and/or no later than the 15th day of December in the year that funds were awarded for year around promotion.

The County reserves the right to withhold payment of funds under this Agreement which is determined in the reasonable judgment of the LTAC or designee to be noncompliant with the scope of work, the County standards, and the County ordinances, or federal or state law.

10. **Applicable Laws and Standards.** The Parties, in the performance of this Agreement, agree to comply with all applicable federal, state, and local laws, ordinances, and regulations.

11. **Relationship of the Parties.** It is understood, agreed, and declared that the Entity, its employees, agents and assigns shall be an independent contractor and not the agent or employee of the County, that the County is interested in only the results to be achieved, and that the right to control the particular manner, method, and means in which the services are performed is solely within the discretion of the Entity. All employees who provide services to the County under this Agreement shall be deemed employees solely of the Entity. The Entity shall be solely responsible for the conduct and actions of all employees of the Entity under this Agreement and any liability that may attach thereto.

12. **Records.** The County or State Auditor or any of their representatives shall have full access to and the right to examine during normal business hours all the Entity's records with respect to all matters covered in this Agreement. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls and record of matters covered by this Agreement for a period of three years from the date final payment is made hereunder.

13. **Indemnification and Hold Harmless.** The Entity shall, at its sole expense, defend, indemnify and hold harmless the County and its officers, agents, and employees, from any and all

GRANT COUNTY TOURISM PROMOTION AGREEMENT

claims, actions, suits, liability, loss, costs, attorney's fees and costs of litigation, expenses, injuries, and damages of any nature whatsoever relating to or arising out of the wrongful or negligent acts, errors or omissions in the services provided by the Entity, the Entity's agents, subcontractors, subconsultants and employees to the fullest extent permitted by law, subject only to the limitations provided below.

The Entity's duty to defend, indemnify and hold harmless the County shall not apply to liability for damages arising out of such services caused by or resulting from the sole negligence of the County or the County's agents or employees pursuant to RCW 4.24.115.

The Entity's duty to defend, indemnify and hold harmless the County against liability for damages arising out of such services caused by the concurrent negligence of (a) the County or the County's agents or employees, and (b) the Entity, the Entity's agents, subcontractors, subconsultants and employees, shall apply only to the extent of the negligence of the Entity, the Entity's agents, subcontractors, subconsultants and employees.

The Entity's duty to defend, indemnify and hold the County harmless shall include, as to all claims, demands, losses and liability to which it applies, the County's personnel-related costs, reasonable attorneys' fees, and the reasonable value of any services rendered by the office of the County Prosecuting Attorney, outside consultant costs, court costs, fees for collection, and all other claim-related expenses.

The Entity specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. These indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefits acts. Provided, that the Entity's waiver of immunity under this provision extends only to claims against the Entity by the County, and does not include, or extend to, any claims by the Entity's employees directly against the Entity. The Entity hereby certifies that this indemnification provision was mutually negotiated.

14. Waiver. No officer, employee, agent, or other individual acting on behalf of either Party has the power, right or authority to waive any of the conditions or provisions of this Agreement. A waiver in one instance shall not be held to be a waiver of any other subsequent breach or nonperformance. All remedies afforded in this Agreement or by law, shall be taken and construed as cumulative, and in addition to every other remedy provided herein or by law. Failure of either Party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other Party of any provision hereof shall in no way be construed to be a waiver of such provisions nor shall it affect the validity of this Agreement or any part thereof.

15. Assignment and Delegation. Neither Party shall assign, transfer or delegate any or all of the responsibilities of this Agreement or the benefits received hereunder without first obtaining the written consent of the other Party.

GRANT COUNTY TOURISM PROMOTION AGREEMENT

16. **Subcontracts.** Except as otherwise provided herein, the Entity shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the County.
17. **Confidentiality.** The Entity may, from time to time, receive information which is deemed by the County to be confidential. The Entity shall not disclose such information without the prior express written consent of the County or upon order of a Court of competent jurisdiction.
18. **Jurisdiction and Venue.** This Agreement is entered into in Grant County, Washington. Disputes between the County and the Entity shall be resolved in the Superior Court of the State of Washington in Grant County. Notwithstanding the foregoing, the Entity agrees that it may, at the County's request, be joined as a party in any arbitration proceeding between the County and any third party that includes a claim or claims that arise out of, or that are related to the Entity's services under this Agreement. The Entity further agrees that the Arbitrator(s) decision therein shall be final and binding on the Entity and that judgment may be entered upon it in any court having jurisdiction thereof.
19. **Cost and Attorney's Fees.** The prevailing party in any litigation or arbitration arising out of this Agreement shall be entitled to its reasonable attorney's fees and costs of such litigation (including expert witness fees).
20. **Entire Agreement.** This written Agreement constitutes the entire and complete agreement between the Parties and supersedes any prior oral or written agreements. This Agreement may not be changed, modified, or altered except in writing signed by the Parties hereto.
21. **Anti-kickback.** No officer or employee of the County, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in this Agreement, or have solicited, accepted, or granted a present or future gift, favor, service, or other thing of value from any person with an interest in this Agreement.
22. **Severability.** If any section, sentence, clause, or phrase of this Agreement should be held to be invalid for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of any other section, sentence, clause or phrase of this Agreement.

GRANT COUNTY TOURISM PROMOTION AGREEMENT

ENTITY APPROVAL:

Sign Here

Printed Name / Position

Date

ORGANIZATION: Grant County Fairgrounds

EVENT: Grant County Fair

AMOUNT: \$ 75,000

COUNTY APPROVAL:

Signed this _____ day of _____, 2023

GRANT COUNTY

BOARD OF COUNTY COMMISSIONERS

Rob Jones, Chair

Cindy Carter, Vice Chair

Danny E. Stone, Member

ATTEST:

Barbara J. Vasquez, Clerk of the Board

Date

Approved as to form:

Barbara G. Duerbeck, WSBA #53946
Grant County Civil Deputy Prosecuting Attorney

GRANT COUNTY TOURISM PROMOTION AGREEMENT

LTAC GRANT #: 2023.03

EVENT: 90s Flannel Fest

ORGANIZATION: Grant County Fairgrounds

AMOUNT: \$ 15,000

THIS AGREEMENT is made by and between Grant County, a non-charter County of the State of Washington, hereinafter referred to as "County," and Grant County Fairgrounds hereinafter referred to as "The Entity," jointly referred to as "Parties."

DEFINITIONS

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1. **Purpose of Agreement.** The purpose of this Agreement is for the County and the Entity to promote tourism in Grant County. The County agrees to make funds available to the Entity for the purpose of tourism promotion to attract visitors overnight to create business and revenue in Grant County.
2. **Administration.** The Board of County Commissioners Office shall administer and be the primary contact for The Entity regarding terms of this Agreement. For good cause, as solely determined by the County, the County may direct that the Entity is no longer entitled to the use of said funds for tourism promotion and terminate this Agreement.
3. **Representations.** The Entity shall use the funds received from the County for tourism promotion and advertising solely for the purposes and in accordance with the proposal submitted by the Entity to the County. The Entity shall perform the services and work set forth in the proposal and promptly cure any failure in performance. The County has relied upon the representations made by the Entity in the proposal. By execution of this Agreement, the Entity represents that the funds will be used for tourism promotion as defined by this Agreement in accordance with all current laws, rules and regulations. No substitutions of purpose or use of the funds shall be made without the written consent of the County. The County shall make decisions and carry out its other responsibilities in a timely manner.

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4. **Requirements for Grant Use.** Tourism promotion grants are intended to increase Tourism and to draw tourists from more than 50 miles away. As a requirement of your grant approval you will be required to:

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5. **Reporting.** RCW 67.28.1816 as amended includes reporting requirements for the Entity and the County on the use of funds distributed pursuant to this Agreement and the estimated and actual number of increased visitors. These reports are required to be provided by the Entity to the County and by the County to the Joint Legislative Audit and Review Committee (JLARC). The following provisions allow the Entity and The County to meet their respective requirements under RCW 67.28.1816.

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The County reserves the right to withhold payment of funds under this Agreement which is determined in the reasonable judgment of the LTAC or designee to be noncompliant with the scope of work, the County standards, and the County ordinances, or federal or state law.

10. **Applicable Laws and Standards.** The Parties, in the performance of this Agreement, agree to comply with all applicable federal, state, and local laws, ordinances, and regulations.

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13. **Indemnification and Hold Harmless.** The Entity shall, at its sole expense, defend, indemnify and hold harmless the County and its officers, agents, and employees, from any and all

GRANT COUNTY TOURISM PROMOTION AGREEMENT

claims, actions, suits, liability, loss, costs, attorney's fees and costs of litigation, expenses, injuries, and damages of any nature whatsoever relating to or arising out of the wrongful or negligent acts, errors or omissions in the services provided by the Entity, the Entity's agents, subcontractors, subconsultants and employees to the fullest extent permitted by law, subject only to the limitations provided below.

The Entity's duty to defend, indemnify and hold harmless the County shall not apply to liability for damages arising out of such services caused by or resulting from the sole negligence of the County or the County's agents or employees pursuant to RCW 4.24.115.

The Entity's duty to defend, indemnify and hold harmless the County against liability for damages arising out of such services caused by the concurrent negligence of (a) the County or the County's agents or employees, and (b) the Entity, the Entity's agents, subcontractors, subconsultants and employees, shall apply only to the extent of the negligence of the Entity, the Entity's agents, subcontractors, subconsultants and employees.

The Entity's duty to defend, indemnify and hold the County harmless shall include, as to all claims, demands, losses and liability to which it applies, the County's personnel-related costs, reasonable attorneys' fees, and the reasonable value of any services rendered by the office of the County Prosecuting Attorney, outside consultant costs, court costs, fees for collection, and all other claim-related expenses.

The Entity specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. These indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefits acts. Provided, that the Entity's waiver of immunity under this provision extends only to claims against the Entity by the County, and does not include, or extend to, any claims by the Entity's employees directly against the Entity. The Entity hereby certifies that this indemnification provision was mutually negotiated.

14. Waiver. No officer, employee, agent, or other individual acting on behalf of either Party has the power, right or authority to waive any of the conditions or provisions of this Agreement. A waiver in one instance shall not be held to be a waiver of any other subsequent breach or nonperformance. All remedies afforded in this Agreement or by law, shall be taken and construed as cumulative, and in addition to every other remedy provided herein or by law. Failure of either Party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other Party of any provision hereof shall in no way be construed to be a waiver of such provisions nor shall it affect the validity of this Agreement or any part thereof.

15. Assignment and Delegation. Neither Party shall assign, transfer or delegate any or all of the responsibilities of this Agreement or the benefits received hereunder without first obtaining the written consent of the other Party.

GRANT COUNTY TOURISM PROMOTION AGREEMENT

16. **Subcontracts.** Except as otherwise provided herein, the Entity shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the County.
17. **Confidentiality.** The Entity may, from time to time, receive information which is deemed by the County to be confidential. The Entity shall not disclose such information without the prior express written consent of the County or upon order of a Court of competent jurisdiction.
18. **Jurisdiction and Venue.** This Agreement is entered into in Grant County, Washington. Disputes between the County and the Entity shall be resolved in the Superior Court of the State of Washington in Grant County. Notwithstanding the foregoing, the Entity agrees that it may, at the County's request, be joined as a party in any arbitration proceeding between the County and any third party that includes a claim or claims that arise out of, or that are related to the Entity's services under this Agreement. The Entity further agrees that the Arbitrator(s) decision therein shall be final and binding on the Entity and that judgment may be entered upon it in any court having jurisdiction thereof.
19. **Cost and Attorney's Fees.** The prevailing party in any litigation or arbitration arising out of this Agreement shall be entitled to its reasonable attorney's fees and costs of such litigation (including expert witness fees).
20. **Entire Agreement.** This written Agreement constitutes the entire and complete agreement between the Parties and supersedes any prior oral or written agreements. This Agreement may not be changed, modified, or altered except in writing signed by the Parties hereto.
21. **Anti-kickback.** No officer or employee of the County, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in this Agreement, or have solicited, accepted, or granted a present or future gift, favor, service, or other thing of value from any person with an interest in this Agreement.
22. **Severability.** If any section, sentence, clause, or phrase of this Agreement should be held to be invalid for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of any other section, sentence, clause or phrase of this Agreement.

GRANT COUNTY TOURISM PROMOTION AGREEMENT

ENTITY APPROVAL:

ORGANIZATION: Grant County Fairgrounds

Sign Here

EVENT: 90s Flannel Fest

Printed Name / Position

Date

AMOUNT: \$ 15,000

COUNTY APPROVAL:

Signed this _____ day of _____, 2023

GRANT COUNTY

BOARD OF COUNTY COMMISSIONERS

Rob Jones, Chair

Cindy Carter, Vice Chair

Danny E. Stone, Member

ATTEST:

Barbara J. Vasquez, Clerk of the Board

Date

Approved as to form:

Barbara G. Duerbeck, WSBA #53946
Grant County Civil Deputy Prosecuting Attorney

GRANT COUNTY TOURISM PROMOTION AGREEMENT

LTAC GRANT #: 2023-04

EVENT: Moravida Festival

ORGANIZATION: Grant County Fairgrounds

AMOUNT: \$ 25,000

THIS AGREEMENT is made by and between Grant County, a non-charter County of the State of Washington, hereinafter referred to as "County," and Grant County Fairgrounds hereinafter referred to as "The Entity," jointly referred to as "Parties."

DEFINITIONS

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- c. The County Reporting. The County shall provide the Entity's estimates and final report to JLARC as part of its annual report.
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6. **Modifications.** The County may modify this Agreement and order changes in the work whenever necessary or advisable. The Entity will accept modifications consistent with state and local law when directed orally or in writing by the County Commissioners or designee.

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7. **Term of Contract.** This Agreement shall be in full force and effect upon full execution and shall remain in effect until terminated either by The Entity expending the allocated County funds or completion of the tourism promotion activities. Either Party may terminate this Agreement by 30 days written notice to the other Party or with no notice upon a determination by the County that the funds will not be or have not been used for the purpose as stated in this Agreement. In the event of such termination, the County shall cease and desist from distributing any further funds to The Entity for work performed or otherwise. The County shall make payment for all work satisfactorily performed up to the time of termination.

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The County reserves the right to withhold payment of funds under this Agreement which is determined in the reasonable judgment of the LTAC or designee to be noncompliant with the scope of work, the County standards, and the County ordinances, or federal or state law.

10. **Applicable Laws and Standards.** The Parties, in the performance of this Agreement, agree to comply with all applicable federal, state, and local laws, ordinances, and regulations.

11. **Relationship of the Parties.** It is understood, agreed, and declared that the Entity, its employees, agents and assigns shall be an independent contractor and not the agent or employee of the County, that the County is interested in only the results to be achieved, and that the right to control the particular manner, method, and means in which the services are performed is solely within the discretion of the Entity. All employees who provide services to the County under this Agreement shall be deemed employees solely of the Entity. The Entity shall be solely responsible for the conduct and actions of all employees of the Entity under this Agreement and any liability that may attach thereto.

12. **Records.** The County or State Auditor or any of their representatives shall have full access to and the right to examine during normal business hours all the Entity's records with respect to all matters covered in this Agreement. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls and record of matters covered by this Agreement for a period of three years from the date final payment is made hereunder.

13. **Indemnification and Hold Harmless.** The Entity shall, at its sole expense, defend, indemnify and hold harmless the County and its officers, agents, and employees, from any and all

GRANT COUNTY TOURISM PROMOTION AGREEMENT

claims, actions, suits, liability, loss, costs, attorney's fees and costs of litigation, expenses, injuries, and damages of any nature whatsoever relating to or arising out of the wrongful or negligent acts, errors or omissions in the services provided by the Entity, the Entity's agents, subcontractors, subconsultants and employees to the fullest extent permitted by law, subject only to the limitations provided below.

The Entity's duty to defend, indemnify and hold harmless the County shall not apply to liability for damages arising out of such services caused by or resulting from the sole negligence of the County or the County's agents or employees pursuant to RCW 4.24.115.

The Entity's duty to defend, indemnify and hold harmless the County against liability for damages arising out of such services caused by the concurrent negligence of (a) the County or the County's agents or employees, and (b) the Entity, the Entity's agents, subcontractors, subconsultants and employees, shall apply only to the extent of the negligence of the Entity, the Entity's agents, subcontractors, subconsultants and employees.

The Entity's duty to defend, indemnify and hold the County harmless shall include, as to all claims, demands, losses and liability to which it applies, the County's personnel-related costs, reasonable attorneys' fees, and the reasonable value of any services rendered by the office of the County Prosecuting Attorney, outside consultant costs, court costs, fees for collection, and all other claim-related expenses.

The Entity specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. These indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefits acts. Provided, that the Entity's waiver of immunity under this provision extends only to claims against the Entity by the County, and does not include, or extend to, any claims by the Entity's employees directly against the Entity. The Entity hereby certifies that this indemnification provision was mutually negotiated.

14. Waiver. No officer, employee, agent, or other individual acting on behalf of either Party has the power, right or authority to waive any of the conditions or provisions of this Agreement. A waiver in one instance shall not be held to be a waiver of any other subsequent breach or nonperformance. All remedies afforded in this Agreement or by law, shall be taken and construed as cumulative, and in addition to every other remedy provided herein or by law. Failure of either Party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other Party of any provision hereof shall in no way be construed to be a waiver of such provisions nor shall it affect the validity of this Agreement or any part thereof.

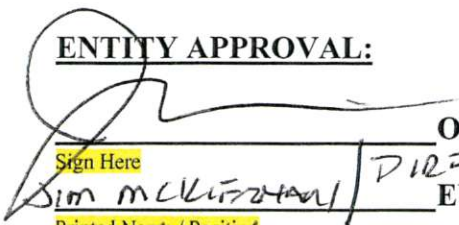
15. Assignment and Delegation. Neither Party shall assign, transfer or delegate any or all of the responsibilities of this Agreement or the benefits received hereunder without first obtaining the written consent of the other Party.

GRANT COUNTY TOURISM PROMOTION AGREEMENT

16. **Subcontracts.** Except as otherwise provided herein, the Entity shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the County.
17. **Confidentiality.** The Entity may, from time to time, receive information which is deemed by the County to be confidential. The Entity shall not disclose such information without the prior express written consent of the County or upon order of a Court of competent jurisdiction.
18. **Jurisdiction and Venue.** This Agreement is entered into in Grant County, Washington. Disputes between the County and the Entity shall be resolved in the Superior Court of the State of Washington in Grant County. Notwithstanding the foregoing, the Entity agrees that it may, at the County's request, be joined as a party in any arbitration proceeding between the County and any third party that includes a claim or claims that arise out of, or that are related to the Entity's services under this Agreement. The Entity further agrees that the Arbitrator(s) decision therein shall be final and binding on the Entity and that judgment may be entered upon it in any court having jurisdiction thereof.
19. **Cost and Attorney's Fees.** The prevailing party in any litigation or arbitration arising out of this Agreement shall be entitled to its reasonable attorney's fees and costs of such litigation (including expert witness fees).
20. **Entire Agreement.** This written Agreement constitutes the entire and complete agreement between the Parties and supersedes any prior oral or written agreements. This Agreement may not be changed, modified, or altered except in writing signed by the Parties hereto.
21. **Anti-kickback.** No officer or employee of the County, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in this Agreement, or have solicited, accepted, or granted a present or future gift, favor, service, or other thing of value from any person with an interest in this Agreement.
22. **Severability.** If any section, sentence, clause, or phrase of this Agreement should be held to be invalid for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of any other section, sentence, clause or phrase of this Agreement.

GRANT COUNTY TOURISM PROMOTION AGREEMENT

ENTITY APPROVAL:


Sign Here
Simon McKinnon / DIRECTOR
ORGANIZATION: Grant County Fairgrounds
EVENT: Moravida Festival
Printed Name / Position
4/28/23
Date
AMOUNT: \$ 25,000

COUNTY APPROVAL:

Signed this _____ day of _____, 2023

GRANT COUNTY

BOARD OF COUNTY COMMISSIONERS

Rob Jones, Chair

Cindy Carter, Vice Chair


Danny E. Stone, Member

ATTEST:

Barbara J. Vasquez, Clerk of the Board

Date

Approved as to form:



Barbara G. Duerbeck, WSBA #53946
Grant County Civil Deputy Prosecuting Attorney

GRANT COUNTY TOURISM PROMOTION AGREEMENT

LTAC GRANT #: 2023-06

EVENT: Coulee City PRCA Last Stand Rodeo

ORGANIZATION: Coulee City Rodeo Association

AMOUNT: \$ 8,000

THIS AGREEMENT is made by and between Grant County, a non-charter County of the State of Washington, hereinafter referred to as "County," and Coulee City Rodeo Association hereinafter referred to as "The Entity," jointly referred to as "Parties."

DEFINITIONS

Tourism Promotion. "Tourism promotion" means activities, operations, and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies; and funding the marketing of or the operation of special events and festivals designed to attract tourists.

Fund(s). "Fund(s)" is defined as any amount of compensation derived from the lodging tax monies of Grant County which is allocated to the Entity for tourism promotion.

IN CONSIDERATION of the terms and conditions contained herein, the Parties covenant and agree as follows:

- Purpose of Agreement.** The purpose of this Agreement is for the County and the Entity to promote tourism in Grant County. The County agrees to make funds available to the Entity for the purpose of tourism promotion to attract visitors overnight to create business and revenue in Grant County.
- Administration.** The Board of County Commissioners Office shall administer and be the primary contact for The Entity regarding terms of this Agreement. For good cause, as solely determined by the County, the County may direct that the Entity is no longer entitled to the use of said funds for tourism promotion and terminate this Agreement.
- Representations.** The Entity shall use the funds received from the County for tourism promotion and advertising solely for the purposes and in accordance with the proposal submitted by the Entity to the County. The Entity shall perform the services and work set forth in the proposal and promptly cure any failure in performance. The County has relied upon the representations made by the Entity in the proposal. By execution of this Agreement, the Entity represents that the funds will be used for tourism promotion as defined by this Agreement in accordance with all current laws, rules and regulations. No substitutions of purpose or use of the funds shall be made without the written consent of the County. The County shall make decisions and carry out its other responsibilities in a timely manner.

GRANT COUNTY TOURISM PROMOTION AGREEMENT

4. **Requirements for Grant Use.** Tourism promotion grants are intended to increase Tourism and to draw tourists from more than 50 miles away. As a requirement of your grant approval you will be required to:

- a. Promote Grant County LTAC, on all advertising, as a sponsor and have the Grant County LTAC logo provided to all appropriate media. The logo for advertising use is available in multiple formats at: <https://wa-grantcounty.civicplus.com/1032/Lodging-Tax-Advisory-Committee-LTAC-Logo>.
- b. Utilize grant funds to advertise, promote or otherwise attract visitors to your event/venue from more than 50 miles away (local events should be funded through local LTAC grants). Grant funds may not be used for the following:
 - i. Capital Improvements
 - ii. Advertising locally – to draw from local crowds for local events.

5. **Reporting.** RCW 67.28.1816 as amended includes reporting requirements for the Entity and the County on the use of funds distributed pursuant to this Agreement and the estimated and actual number of increased visitors. These reports are required to be provided by the Entity to the County and by the County to the Joint Legislative Audit and Review Committee (JLARC). The following provisions allow the Entity and The County to meet their respective requirements under RCW 67.28.1816.

- a. Estimated Increase in Visitors. As part of its LTAC application, the Entity shall provide the County with an estimate of the number of visitors resulting from the use of funds under this Agreement. The estimated number of visitors provided shall be consistent with the Entity's proposal to the County for lodging tax funds, to the extent such estimates were provided therein.
- b. Final Report on Increase in Visitors. Upon completion of the tourism promotion as specified with the application and this Agreement, but no later than the last working day in 15th day of December of the year funding was received, the Entity shall complete a report substantially and provide to the County a final report of the number of visitors resulting from the use of funds under this Agreement and expenditures and uses of funds under this Agreement. The numbers of visitors shall be based on an actual count, or if it is not practical to make an actual count, a good faith best-estimate of the number of visitors resulting from the use of funds under this Agreement. The final report shall describe the methods used to determine the actual number of visitors, or in the event such numbers were determined from an estimate, the methods used to determine such estimates.
- c. The County Reporting. The County shall provide the Entity's estimates and final report to JLARC as part of its annual report.
- d. All reimbursement requests must include copies of the invoice, receipt of payment and/or tear sheet to provide proof of request, payment and use. All reimbursement requests must be submitted on an itemized cover invoice provided by the County.

6. **Modifications.** The County may modify this Agreement and order changes in the work whenever necessary or advisable. The Entity will accept modifications consistent with state and local law when directed orally or in writing by the County Commissioners or designee.

GRANT COUNTY TOURISM PROMOTION AGREEMENT

7. **Term of Contract.** This Agreement shall be in full force and effect upon full execution and shall remain in effect until terminated either by The Entity expending the allocated County funds or completion of the tourism promotion activities. Either Party may terminate this Agreement by 30 days written notice to the other Party or with no notice upon a determination by the County that the funds will not be or have not been used for the purpose as stated in this Agreement. In the event of such termination, the County shall cease and desist from distributing any further funds to The Entity for work performed or otherwise. The County shall make payment for all work satisfactorily performed up to the time of termination.

8. **Compensation.** The County agrees to pay the Entity an amount not to exceed \$ 8000, as recommend by the LTAC and approved by the County Commissioners.

9. **Payment.** The County shall pay the Entity upon presentation of approved documentation to the County. The Entity shall be responsible for showing that the County funds were used for tourism promotion. The proof of expenses shall be forwarded for reimbursement to the LTAC Clerk, as part of required reporting, at the below stated address no later than 60-days from the completion of your event and/or no later than the 15th day of December in the year that funds were awarded for year around promotion.

The County reserves the right to withhold payment of funds under this Agreement which is determined in the reasonable judgment of the LTAC or designee to be noncompliant with the scope of work, the County standards, and the County ordinances, or federal or state law.

10. **Applicable Laws and Standards.** The Parties, in the performance of this Agreement, agree to comply with all applicable federal, state, and local laws, ordinances, and regulations.

11. **Relationship of the Parties.** It is understood, agreed, and declared that the Entity, its employees, agents and assigns shall be an independent contractor and not the agent or employee of the County, that the County is interested in only the results to be achieved, and that the right to control the particular manner, method, and means in which the services are performed is solely within the discretion of the Entity. All employees who provide services to the County under this Agreement shall be deemed employees solely of the Entity. The Entity shall be solely responsible for the conduct and actions of all employees of the Entity under this Agreement and any liability that may attach thereto.

12. **Records.** The County or State Auditor or any of their representatives shall have full access to and the right to examine during normal business hours all the Entity's records with respect to all matters covered in this Agreement. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls and record of matters covered by this Agreement for a period of three years from the date final payment is made hereunder.

13. **Indemnification and Hold Harmless.** The Entity shall, at its sole expense, defend, indemnify and hold harmless the County and its officers, agents, and employees, from any and all

GRANT COUNTY TOURISM PROMOTION AGREEMENT

claims, actions, suits, liability, loss, costs, attorney's fees and costs of litigation, expenses, injuries, and damages of any nature whatsoever relating to or arising out of the wrongful or negligent acts, errors or omissions in the services provided by the Entity, the Entity's agents, subcontractors, subconsultants and employees to the fullest extent permitted by law, subject only to the limitations provided below.

The Entity's duty to defend, indemnify and hold harmless the County shall not apply to liability for damages arising out of such services caused by or resulting from the sole negligence of the County or the County's agents or employees pursuant to RCW 4.24.115.

The Entity's duty to defend, indemnify and hold harmless the County against liability for damages arising out of such services caused by the concurrent negligence of (a) the County or the County's agents or employees, and (b) the Entity, the Entity's agents, subcontractors, subconsultants and employees, shall apply only to the extent of the negligence of the Entity, the Entity's agents, subcontractors, subconsultants and employees.

The Entity's duty to defend, indemnify and hold the County harmless shall include, as to all claims, demands, losses and liability to which it applies, the County's personnel-related costs, reasonable attorneys' fees, and the reasonable value of any services rendered by the office of the County Prosecuting Attorney, outside consultant costs, court costs, fees for collection, and all other claim-related expenses.

The Entity specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. These indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefits acts. Provided, that the Entity's waiver of immunity under this provision extends only to claims against the Entity by the County, and does not include, or extend to, any claims by the Entity's employees directly against the Entity. The Entity hereby certifies that this indemnification provision was mutually negotiated.

14. Waiver. No officer, employee, agent, or other individual acting on behalf of either Party has the power, right or authority to waive any of the conditions or provisions of this Agreement. A waiver in one instance shall not be held to be a waiver of any other subsequent breach or nonperformance. All remedies afforded in this Agreement or by law, shall be taken and construed as cumulative, and in addition to every other remedy provided herein or by law. Failure of either Party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other Party of any provision hereof shall in no way be construed to be a waiver of such provisions nor shall it affect the validity of this Agreement or any part thereof.

15. Assignment and Delegation. Neither Party shall assign, transfer or delegate any or all of the responsibilities of this Agreement or the benefits received hereunder without first obtaining the written consent of the other Party.

GRANT COUNTY TOURISM PROMOTION AGREEMENT

16. **Subcontracts.** Except as otherwise provided herein, the Entity shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the County.
17. **Confidentiality.** The Entity may, from time to time, receive information which is deemed by the County to be confidential. The Entity shall not disclose such information without the prior express written consent of the County or upon order of a Court of competent jurisdiction.
18. **Jurisdiction and Venue.** This Agreement is entered into in Grant County, Washington. Disputes between the County and the Entity shall be resolved in the Superior Court of the State of Washington in Grant County. Notwithstanding the foregoing, the Entity agrees that it may, at the County's request, be joined as a party in any arbitration proceeding between the County and any third party that includes a claim or claims that arise out of, or that are related to the Entity's services under this Agreement. The Entity further agrees that the Arbitrator(s) decision therein shall be final and binding on the Entity and that judgment may be entered upon it in any court having jurisdiction thereof.
19. **Cost and Attorney's Fees.** The prevailing party in any litigation or arbitration arising out of this Agreement shall be entitled to its reasonable attorney's fees and costs of such litigation (including expert witness fees).
20. **Entire Agreement.** This written Agreement constitutes the entire and complete agreement between the Parties and supersedes any prior oral or written agreements. This Agreement may not be changed, modified, or altered except in writing signed by the Parties hereto.
21. **Anti-kickback.** No officer or employee of the County, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in this Agreement, or have solicited, accepted, or granted a present or future gift, favor, service, or other thing of value from any person with an interest in this Agreement.
22. **Severability.** If any section, sentence, clause, or phrase of this Agreement should be held to be invalid for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of any other section, sentence, clause or phrase of this Agreement.

GRANT COUNTY TOURISM PROMOTION AGREEMENT

ENTITY APPROVAL:

Barbara J. Thiry ORGANIZATION: Coulee City Rodeo Association
Sign Here
Barbara J. Thiry EVENT: Coulee City PRCA Last Stand Rodeo
Printed Name / Position
4/19/2023 AMOUNT: \$ 8,000
Date

COUNTY APPROVAL:

Signed this _____ day of _____, 2023

GRANT COUNTY

BOARD OF COUNTY COMMISSIONERS

Rob Jones, Chair

Cindy Carter, Vice Chair

Danny E. Stone, Member

ATTEST:

Barbara J. Vasquez, Clerk of the Board

Date

Approved as to form:

Barbara G. Duerbeck
Barbara G. Duerbeck, WSBA #53946
Grant County Civil Deputy Prosecuting Attorney



GRANT COUNTY TOURISM PROMOTION AGREEMENT

LTAC GRANT #: 2023-07

EVENT: Moses Lake Spring Festival

ORGANIZATION: Moses Lake Spring Festival

AMOUNT: \$ 50,000

Thank You!

THIS AGREEMENT is made by and between Grant County, a non-charter County of the State of Washington, hereinafter referred to as "County," and Moses Lake Spring Festival hereinafter referred to as "The Entity," jointly referred to as "Parties."

DEFINITIONS

Tourism Promotion. "Tourism promotion" means activities, operations, and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies; and funding the marketing of or the operation of special events and festivals designed to attract tourists.

Fund(s). "Fund(s)" is defined as any amount of compensation derived from the lodging tax monies of Grant County which is allocated to the Entity for tourism promotion.

IN CONSIDERATION of the terms and conditions contained herein, the Parties covenant and agree as follows:

- Purpose of Agreement.** The purpose of this Agreement is for the County and the Entity to promote tourism in Grant County. The County agrees to make funds available to the Entity for the purpose of tourism promotion to attract visitors overnight to create business and revenue in Grant County.
- Administration.** The Board of County Commissioners Office shall administer and be the primary contact for The Entity regarding terms of this Agreement. For good cause, as solely determined by the County, the County may direct that the Entity is no longer entitled to the use of said funds for tourism promotion and terminate this Agreement.
- Representations.** The Entity shall use the funds received from the County for tourism promotion and advertising solely for the purposes and in accordance with the proposal submitted by the Entity to the County. The Entity shall perform the services and work set forth in the proposal and promptly cure any failure in performance. The County has relied upon the representations made by the Entity in the proposal. By execution of this Agreement, the Entity represents that the funds will be used for tourism promotion as defined by this Agreement in accordance with all current laws, rules and regulations. No substitutions of purpose or use of the funds shall be made without the written consent of the County. The County shall make decisions and carry out its other responsibilities in a timely manner.

RECEIVED

APR 28 2023

DEPUTY CLERK 2

GRANT COUNTY TOURISM PROMOTION AGREEMENT

4. **Requirements for Grant Use.** Tourism promotion grants are intended to increase Tourism and to draw tourists from more than 50 miles away. As a requirement of your grant approval you will be required to:

- a. Promote Grant County LTAC, on all advertising, as a sponsor and have the Grant County LTAC logo provided to all appropriate media. The logo for advertising use is available in multiple formats at: <https://wa-grantcounty.civicplus.com/1032/Lodging-Tax-Advisory-Committee-LTAC-Logo>.
- b. Utilize grant funds to advertise, promote or otherwise attract visitors to your event/venue from more than 50 miles away (local events should be funded through local LTAC grants). Grant funds may not be used for the following:
 - i. Capital Improvements
 - ii. Advertising locally – to draw from local crowds for local events.

5. **Reporting.** RCW 67.28.1816 as amended includes reporting requirements for the Entity and the County on the use of funds distributed pursuant to this Agreement and the estimated and actual number of increased visitors. These reports are required to be provided by the Entity to the County and by the County to the Joint Legislative Audit and Review Committee (JLARC). The following provisions allow the Entity and The County to meet their respective requirements under RCW 67.28.1816.

- a. Estimated Increase in Visitors. As part of its LTAC application, the Entity shall provide the County with an estimate of the number of visitors resulting from the use of funds under this Agreement. The estimated number of visitors provided shall be consistent with the Entity's proposal to the County for lodging tax funds, to the extent such estimates were provided therein.
- b. Final Report on Increase in Visitors. Upon completion of the tourism promotion as specified with the application and this Agreement, but no later than the last working day in 15th day of December of the year funding was received, the Entity shall complete a report substantially and provide to the County a final report of the number of visitors resulting from the use of funds under this Agreement and expenditures and uses of funds under this Agreement. The numbers of visitors shall be based on an actual count, or if it is not practical to make an actual count, a good faith best-estimate of the number of visitors resulting from the use of funds under this Agreement. The final report shall describe the methods used to determine the actual number of visitors, or in the event such numbers were determined from an estimate, the methods used to determine such estimates.
- c. The County Reporting. The County shall provide the Entity's estimates and final report to JLARC as part of its annual report.
- d. All reimbursement requests must include copies of the invoice, receipt of payment and/or tear sheet to provide proof of request, payment and use. All reimbursement requests must be submitted on an itemized cover invoice provided by the County.

6. **Modifications.** The County may modify this Agreement and order changes in the work whenever necessary or advisable. The Entity will accept modifications consistent with state and local law when directed orally or in writing by the County Commissioners or designee.

GRANT COUNTY TOURISM PROMOTION AGREEMENT

7. **Term of Contract.** This Agreement shall be in full force and effect upon full execution and shall remain in effect until terminated either by The Entity expending the allocated County funds or completion of the tourism promotion activities. Either Party may terminate this Agreement by 30 days written notice to the other Party or with no notice upon a determination by the County that the funds will not be or have not been used for the purpose as stated in this Agreement. In the event of such termination, the County shall cease and desist from distributing any further funds to The Entity for work performed or otherwise. The County shall make payment for all work satisfactorily performed up to the time of termination.

8. **Compensation.** The County agrees to pay the Entity an amount not to exceed \$ 50000, as recommend by the LTAC and approved by the County Commissioners.

9. **Payment.** The County shall pay the Entity upon presentation of approved documentation to the County. The Entity shall be responsible for showing that the County funds were used for tourism promotion. The proof of expenses shall be forwarded for reimbursement to the LTAC Clerk, as part of required reporting, at the below stated address no later than 60-days from the completion of your event and/or no later than the 15th day of December in the year that funds were awarded for year around promotion.

The County reserves the right to withhold payment of funds under this Agreement which is determined in the reasonable judgment of the LTAC or designee to be noncompliant with the scope of work, the County standards, and the County ordinances, or federal or state law.

10. **Applicable Laws and Standards.** The Parties, in the performance of this Agreement, agree to comply with all applicable federal, state, and local laws, ordinances, and regulations.

11. **Relationship of the Parties.** It is understood, agreed, and declared that the Entity, its employees, agents and assigns shall be an independent contractor and not the agent or employee of the County, that the County is interested in only the results to be achieved, and that the right to control the particular manner, method, and means in which the services are performed is solely within the discretion of the Entity. All employees who provide services to the County under this Agreement shall be deemed employees solely of the Entity. The Entity shall be solely responsible for the conduct and actions of all employees of the Entity under this Agreement and any liability that may attach thereto.

12. **Records.** The County or State Auditor or any of their representatives shall have full access to and the right to examine during normal business hours all the Entity's records with respect to all matters covered in this Agreement. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls and record of matters covered by this Agreement for a period of three years from the date final payment is made hereunder.

13. **Indemnification and Hold Harmless.** The Entity shall, at its sole expense, defend, indemnify and hold harmless the County and its officers, agents, and employees, from any and all

GRANT COUNTY TOURISM PROMOTION AGREEMENT

claims, actions, suits, liability, loss, costs, attorney's fees and costs of litigation, expenses, injuries, and damages of any nature whatsoever relating to or arising out of the wrongful or negligent acts, errors or omissions in the services provided by the Entity, the Entity's agents, subcontractors, subconsultants and employees to the fullest extent permitted by law, subject only to the limitations provided below.

The Entity's duty to defend, indemnify and hold harmless the County shall not apply to liability for damages arising out of such services caused by or resulting from the sole negligence of the County or the County's agents or employees pursuant to RCW 4.24.115.

The Entity's duty to defend, indemnify and hold harmless the County against liability for damages arising out of such services caused by the concurrent negligence of (a) the County or the County's agents or employees, and (b) the Entity, the Entity's agents, subcontractors, subconsultants and employees, shall apply only to the extent of the negligence of the Entity, the Entity's agents, subcontractors, subconsultants and employees.

The Entity's duty to defend, indemnify and hold the County harmless shall include, as to all claims, demands, losses and liability to which it applies, the County's personnel-related costs, reasonable attorneys' fees, and the reasonable value of any services rendered by the office of the County Prosecuting Attorney, outside consultant costs, court costs, fees for collection, and all other claim-related expenses.

The Entity specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. These indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefits acts. Provided, that the Entity's waiver of immunity under this provision extends only to claims against the Entity by the County, and does not include, or extend to, any claims by the Entity's employees directly against the Entity. The Entity hereby certifies that this indemnification provision was mutually negotiated.

14. Waiver. No officer, employee, agent, or other individual acting on behalf of either Party has the power, right or authority to waive any of the conditions or provisions of this Agreement. A waiver in one instance shall not be held to be a waiver of any other subsequent breach or nonperformance. All remedies afforded in this Agreement or by law, shall be taken and construed as cumulative, and in addition to every other remedy provided herein or by law. Failure of either Party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other Party of any provision hereof shall in no way be construed to be a waiver of such provisions nor shall it affect the validity of this Agreement or any part thereof.

15. Assignment and Delegation. Neither Party shall assign, transfer or delegate any or all of the responsibilities of this Agreement or the benefits received hereunder without first obtaining the written consent of the other Party.

GRANT COUNTY TOURISM PROMOTION AGREEMENT

16. **Subcontracts.** Except as otherwise provided herein, the Entity shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the County.
17. **Confidentiality.** The Entity may, from time to time, receive information which is deemed by the County to be confidential. The Entity shall not disclose such information without the prior express written consent of the County or upon order of a Court of competent jurisdiction.
18. **Jurisdiction and Venue.** This Agreement is entered into in Grant County, Washington. Disputes between the County and the Entity shall be resolved in the Superior Court of the State of Washington in Grant County. Notwithstanding the foregoing, the Entity agrees that it may, at the County's request, be joined as a party in any arbitration proceeding between the County and any third party that includes a claim or claims that arise out of, or that are related to the Entity's services under this Agreement. The Entity further agrees that the Arbitrator(s) decision therein shall be final and binding on the Entity and that judgment may be entered upon it in any court having jurisdiction thereof.
19. **Cost and Attorney's Fees.** The prevailing party in any litigation or arbitration arising out of this Agreement shall be entitled to its reasonable attorney's fees and costs of such litigation (including expert witness fees).
20. **Entire Agreement.** This written Agreement constitutes the entire and complete agreement between the Parties and supersedes any prior oral or written agreements. This Agreement may not be changed, modified, or altered except in writing signed by the Parties hereto.
21. **Anti-kickback.** No officer or employee of the County, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in this Agreement, or have solicited, accepted, or granted a present or future gift, favor, service, or other thing of value from any person with an interest in this Agreement.
22. **Severability.** If any section, sentence, clause, or phrase of this Agreement should be held to be invalid for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of any other section, sentence, clause or phrase of this Agreement.

GRANT COUNTY TOURISM PROMOTION AGREEMENT

ENTITY APPROVAL:



Sign Here

Printed Name / Position

Date

Sean Sallis President

4/23/23

ORGANIZATION: Moses Lake Spring Festival

EVENT: Moses Lake Spring Festival

AMOUNT: \$ 50,000

COUNTY APPROVAL:

Signed this _____ day of _____, 2023

GRANT COUNTY

BOARD OF COUNTY COMMISSIONERS

Rob Jones, Chair

Cindy Carter, Vice Chair

Danny E. Stone, Member

ATTEST:

Barbara J. Vasquez, Clerk of the Board

Date

Approved as to form:



Barbara G. Duerbeck, WSBA #53946
Grant County Civil Deputy Prosecuting Attorney

GRANT COUNTY TOURISM PROMOTION AGREEMENT

LTAC GRANT #: 2023-08

EVENT: Ridge Riders Junior Rodeo

ORGANIZATION: Ridge Riders Saddle Club

AMOUNT: \$ 8,000

THIS AGREEMENT is made by and between Grant County, a non-charter County of the State of Washington, hereinafter referred to as "County," and Ridge Riders Saddle Club hereinafter referred to as "The Entity," jointly referred to as "Parties."

DEFINITIONS

Tourism Promotion. "Tourism promotion" means activities, operations, and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies; and funding the marketing of or the operation of special events and festivals designed to attract tourists.

Fund(s). "Fund(s)" is defined as any amount of compensation derived from the lodging tax monies of Grant County which is allocated to the Entity for tourism promotion.

IN CONSIDERATION of the terms and conditions contained herein, the Parties covenant and agree as follows:

1. **Purpose of Agreement.** The purpose of this Agreement is for the County and the Entity to promote tourism in Grant County. The County agrees to make funds available to the Entity for the purpose of tourism promotion to attract visitors overnight to create business and revenue in Grant County.
2. **Administration.** The Board of County Commissioners Office shall administer and be the primary contact for The Entity regarding terms of this Agreement. For good cause, as solely determined by the County, the County may direct that the Entity is no longer entitled to the use of said funds for tourism promotion and terminate this Agreement.
3. **Representations.** The Entity shall use the funds received from the County for tourism promotion and advertising solely for the purposes and in accordance with the proposal submitted by the Entity to the County. The Entity shall perform the services and work set forth in the proposal and promptly cure any failure in performance. The County has relied upon the representations made by the Entity in the proposal. By execution of this Agreement, the Entity represents that the funds will be used for tourism promotion as defined by this Agreement in accordance with all current laws, rules and regulations. No substitutions of purpose or use of the funds shall be made without the written consent of the County. The County shall make decisions and carry out its other responsibilities in a timely manner.



GRANT COUNTY TOURISM PROMOTION AGREEMENT

4. **Requirements for Grant Use.** Tourism promotion grants are intended to increase Tourism and to draw tourists from more than 50 miles away. As a requirement of your grant approval you will be required to:

- a. Promote Grant County LTAC, on all advertising, as a sponsor and have the Grant County LTAC logo provided to all appropriate media. The logo for advertising use is available in multiple formats at: <https://wa-grantcounty.civicplus.com/1032/Lodging-Tax-Advisory-Committee-LTAC-Logo>.
- b. Utilize grant funds to advertise, promote or otherwise attract visitors to your event/venue from more than 50 miles away (local events should be funded through local LTAC grants). Grant funds may not be used for the following:
 - i. Capital Improvements
 - ii. Advertising locally – to draw from local crowds for local events.

5. **Reporting.** RCW 67.28.1816 as amended includes reporting requirements for the Entity and the County on the use of funds distributed pursuant to this Agreement and the estimated and actual number of increased visitors. These reports are required to be provided by the Entity to the County and by the County to the Joint Legislative Audit and Review Committee (JLARC). The following provisions allow the Entity and The County to meet their respective requirements under RCW 67.28.1816.

- a. Estimated Increase in Visitors. As part of its LTAC application, the Entity shall provide the County with an estimate of the number of visitors resulting from the use of funds under this Agreement. The estimated number of visitors provided shall be consistent with the Entity's proposal to the County for lodging tax funds, to the extent such estimates were provided therein.
- b. Final Report on Increase in Visitors. Upon completion of the tourism promotion as specified with the application and this Agreement, but no later than the last working day in 15th day of December of the year funding was received, the Entity shall complete a report substantially and provide to the County a final report of the number of visitors resulting from the use of funds under this Agreement and expenditures and uses of funds under this Agreement. The numbers of visitors shall be based on an actual count, or if it is not practical to make an actual count, a good faith best-estimate of the number of visitors resulting from the use of funds under this Agreement. The final report shall describe the methods used to determine the actual number of visitors, or in the event such numbers were determined from an estimate, the methods used to determine such estimates.
- c. The County Reporting. The County shall provide the Entity's estimates and final report to JLARC as part of its annual report.
- d. All reimbursement requests must include copies of the invoice, receipt of payment and/or tear sheet to provide proof of request, payment and use. All reimbursement requests must be submitted on an itemized cover invoice provided by the County.

6. **Modifications.** The County may modify this Agreement and order changes in the work whenever necessary or advisable. The Entity will accept modifications consistent with state and local law when directed orally or in writing by the County Commissioners or designee.

GRANT COUNTY TOURISM PROMOTION AGREEMENT

7. **Term of Contract.** This Agreement shall be in full force and effect upon full execution and shall remain in effect until terminated either by The Entity expending the allocated County funds or completion of the tourism promotion activities. Either Party may terminate this Agreement by 30 days written notice to the other Party or with no notice upon a determination by the County that the funds will not be or have not been used for the purpose as stated in this Agreement. In the event of such termination, the County shall cease and desist from distributing any further funds to The Entity for work performed or otherwise. The County shall make payment for all work satisfactorily performed up to the time of termination.

8. **Compensation.** The County agrees to pay the Entity an amount not to exceed \$ 8000, as recommend by the LTAC and approved by the County Commissioners.

9. **Payment.** The County shall pay the Entity upon presentation of approved documentation to the County. The Entity shall be responsible for showing that the County funds were used for tourism promotion. The proof of expenses shall be forwarded for reimbursement to the LTAC Clerk, as part of required reporting, at the below stated address no later than 60-days from the completion of your event and/or no later than the 15th day of December in the year that funds were awarded for year around promotion.

The County reserves the right to withhold payment of funds under this Agreement which is determined in the reasonable judgment of the LTAC or designee to be noncompliant with the scope of work, the County standards, and the County ordinances, or federal or state law.

10. **Applicable Laws and Standards.** The Parties, in the performance of this Agreement, agree to comply with all applicable federal, state, and local laws, ordinances, and regulations.

11. **Relationship of the Parties.** It is understood, agreed, and declared that the Entity, its employees, agents and assigns shall be an independent contractor and not the agent or employee of the County, that the County is interested in only the results to be achieved, and that the right to control the particular manner, method, and means in which the services are performed is solely within the discretion of the Entity. All employees who provide services to the County under this Agreement shall be deemed employees solely of the Entity. The Entity shall be solely responsible for the conduct and actions of all employees of the Entity under this Agreement and any liability that may attach thereto.

12. **Records.** The County or State Auditor or any of their representatives shall have full access to and the right to examine during normal business hours all the Entity's records with respect to all matters covered in this Agreement. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls and record of matters covered by this Agreement for a period of three years from the date final payment is made hereunder.

13. **Indemnification and Hold Harmless.** The Entity shall, at its sole expense, defend, indemnify and hold harmless the County and its officers, agents, and employees, from any and all

GRANT COUNTY TOURISM PROMOTION AGREEMENT

claims, actions, suits, liability, loss, costs, attorney's fees and costs of litigation, expenses, injuries, and damages of any nature whatsoever relating to or arising out of the wrongful or negligent acts, errors or omissions in the services provided by the Entity, the Entity's agents, subcontractors, subconsultants and employees to the fullest extent permitted by law, subject only to the limitations provided below.

The Entity's duty to defend, indemnify and hold harmless the County shall not apply to liability for damages arising out of such services caused by or resulting from the sole negligence of the County or the County's agents or employees pursuant to RCW 4.24.115.

The Entity's duty to defend, indemnify and hold harmless the County against liability for damages arising out of such services caused by the concurrent negligence of (a) the County or the County's agents or employees, and (b) the Entity, the Entity's agents, subcontractors, subconsultants and employees, shall apply only to the extent of the negligence of the Entity, the Entity's agents, subcontractors, subconsultants and employees.

The Entity's duty to defend, indemnify and hold the County harmless shall include, as to all claims, demands, losses and liability to which it applies, the County's personnel-related costs, reasonable attorneys' fees, and the reasonable value of any services rendered by the office of the County Prosecuting Attorney, outside consultant costs, court costs, fees for collection, and all other claim-related expenses.

The Entity specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. These indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefits acts. Provided, that the Entity's waiver of immunity under this provision extends only to claims against the Entity by the County, and does not include, or extend to, any claims by the Entity's employees directly against the Entity. The Entity hereby certifies that this indemnification provision was mutually negotiated.

14. Waiver. No officer, employee, agent, or other individual acting on behalf of either Party has the power, right or authority to waive any of the conditions or provisions of this Agreement. A waiver in one instance shall not be held to be a waiver of any other subsequent breach or nonperformance. All remedies afforded in this Agreement or by law, shall be taken and construed as cumulative, and in addition to every other remedy provided herein or by law. Failure of either Party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other Party of any provision hereof shall in no way be construed to be a waiver of such provisions nor shall it affect the validity of this Agreement or any part thereof.

15. Assignment and Delegation. Neither Party shall assign, transfer or delegate any or all of the responsibilities of this Agreement or the benefits received hereunder without first obtaining the written consent of the other Party.

GRANT COUNTY TOURISM PROMOTION AGREEMENT

16. **Subcontracts.** Except as otherwise provided herein, the Entity shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the County.
17. **Confidentiality.** The Entity may, from time to time, receive information which is deemed by the County to be confidential. The Entity shall not disclose such information without the prior express written consent of the County or upon order of a Court of competent jurisdiction.
18. **Jurisdiction and Venue.** This Agreement is entered into in Grant County, Washington. Disputes between the County and the Entity shall be resolved in the Superior Court of the State of Washington in Grant County. Notwithstanding the foregoing, the Entity agrees that it may, at the County's request, be joined as a party in any arbitration proceeding between the County and any third party that includes a claim or claims that arise out of, or that are related to the Entity's services under this Agreement. The Entity further agrees that the Arbitrator(s) decision therein shall be final and binding on the Entity and that judgment may be entered upon it in any court having jurisdiction thereof.
19. **Cost and Attorney's Fees.** The prevailing party in any litigation or arbitration arising out of this Agreement shall be entitled to its reasonable attorney's fees and costs of such litigation (including expert witness fees).
20. **Entire Agreement.** This written Agreement constitutes the entire and complete agreement between the Parties and supersedes any prior oral or written agreements. This Agreement may not be changed, modified, or altered except in writing signed by the Parties hereto.
21. **Anti-kickback.** No officer or employee of the County, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in this Agreement, or have solicited, accepted, or granted a present or future gift, favor, service, or other thing of value from any person with an interest in this Agreement.
22. **Severability.** If any section, sentence, clause, or phrase of this Agreement should be held to be invalid for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of any other section, sentence, clause or phrase of this Agreement.

GRANT COUNTY TOURISM PROMOTION AGREEMENT

ENTITY APPROVAL:

Cindy Edwards ORGANIZATION: Ridge Riders Saddle Club
Sign Here
Cindy Edwards EVENT: Ridge Riders Junior Rodeo
Printed Name / Position
4-24-23 AMOUNT: \$ 8,000
Date

COUNTY APPROVAL:

Signed this _____ day of _____, 2023

GRANT COUNTY

BOARD OF COUNTY COMMISSIONERS

Rob Jones, Chair

Cindy Carter, Vice Chair


Danny E. Stone, Member

ATTEST:

Barbara J. Vasquez, Clerk of the Board

Date

Approved as to form:


Barbara G. Duerbeck, WSBA #53946
Grant County Civil Deputy Prosecuting Attorney

GRANT COUNTY TOURISM PROMOTION AGREEMENT

LTAC GRANT #: 2023-09

EVENT: Colorama Pro Rodeo

ORGANIZATION: Ridge Riders Saddle Club

AMOUNT: \$ 10,000

THIS AGREEMENT is made by and between Grant County, a non-charter County of the State of Washington, hereinafter referred to as "County," and Ridge Riders Saddle Club hereinafter referred to as "The Entity," jointly referred to as "Parties."

DEFINITIONS

Tourism Promotion. "Tourism promotion" means activities, operations, and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies; and funding the marketing of or the operation of special events and festivals designed to attract tourists.

Fund(s). "Fund(s)" is defined as any amount of compensation derived from the lodging tax monies of Grant County which is allocated to the Entity for tourism promotion.

IN CONSIDERATION of the terms and conditions contained herein, the Parties covenant and agree as follows:

- Purpose of Agreement.** The purpose of this Agreement is for the County and the Entity to promote tourism in Grant County. The County agrees to make funds available to the Entity for the purpose of tourism promotion to attract visitors overnight to create business and revenue in Grant County.
- Administration.** The Board of County Commissioners Office shall administer and be the primary contact for The Entity regarding terms of this Agreement. For good cause, as solely determined by the County, the County may direct that the Entity is no longer entitled to the use of said funds for tourism promotion and terminate this Agreement.
- Representations.** The Entity shall use the funds received from the County for tourism promotion and advertising solely for the purposes and in accordance with the proposal submitted by the Entity to the County. The Entity shall perform the services and work set forth in the proposal and promptly cure any failure in performance. The County has relied upon the representations made by the Entity in the proposal. By execution of this Agreement, the Entity represents that the funds will be used for tourism promotion as defined by this Agreement in accordance with all current laws, rules and regulations. No substitutions of purpose or use of the funds shall be made without the written consent of the County. The County shall make decisions and carry out its other responsibilities in a timely manner.

GRANT COUNTY TOURISM PROMOTION AGREEMENT

4. **Requirements for Grant Use.** Tourism promotion grants are intended to increase Tourism and to draw tourists from more than 50 miles away. As a requirement of your grant approval you will be required to:

- a. Promote Grant County LTAC, on all advertising, as a sponsor and have the Grant County LTAC logo provided to all appropriate media. The logo for advertising use is available in multiple formats at: <https://wa-grantcounty.civicplus.com/1032/Lodging-Tax-Advisory-Committee-LTAC-Logo>.
- b. Utilize grant funds to advertise, promote or otherwise attract visitors to your event/venue from more than 50 miles away (local events should be funded through local LTAC grants). Grant funds may not be used for the following:
 - i. Capital Improvements
 - ii. Advertising locally – to draw from local crowds for local events.

5. **Reporting.** RCW 67.28.1816 as amended includes reporting requirements for the Entity and the County on the use of funds distributed pursuant to this Agreement and the estimated and actual number of increased visitors. These reports are required to be provided by the Entity to the County and by the County to the Joint Legislative Audit and Review Committee (JLARC). The following provisions allow the Entity and The County to meet their respective requirements under RCW 67.28.1816.

- a. Estimated Increase in Visitors. As part of its LTAC application, the Entity shall provide the County with an estimate of the number of visitors resulting from the use of funds under this Agreement. The estimated number of visitors provided shall be consistent with the Entity's proposal to the County for lodging tax funds, to the extent such estimates were provided therein.
- b. Final Report on Increase in Visitors. Upon completion of the tourism promotion as specified with the application and this Agreement, but no later than the last working day in 15th day of December of the year funding was received, the Entity shall complete a report substantially and provide to the County a final report of the number of visitors resulting from the use of funds under this Agreement and expenditures and uses of funds under this Agreement. The numbers of visitors shall be based on an actual count, or if it is not practical to make an actual count, a good faith best-estimate of the number of visitors resulting from the use of funds under this Agreement. The final report shall describe the methods used to determine the actual number of visitors, or in the event such numbers were determined from an estimate, the methods used to determine such estimates.
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- d. All reimbursement requests must include copies of the invoice, receipt of payment and/or tear sheet to provide proof of request, payment and use. All reimbursement requests must be submitted on an itemized cover invoice provided by the County.

6. **Modifications.** The County may modify this Agreement and order changes in the work whenever necessary or advisable. The Entity will accept modifications consistent with state and local law when directed orally or in writing by the County Commissioners or designee.

GRANT COUNTY TOURISM PROMOTION AGREEMENT

7. **Term of Contract.** This Agreement shall be in full force and effect upon full execution and shall remain in effect until terminated either by The Entity expending the allocated County funds or completion of the tourism promotion activities. Either Party may terminate this Agreement by 30 days written notice to the other Party or with no notice upon a determination by the County that the funds will not be or have not been used for the purpose as stated in this Agreement. In the event of such termination, the County shall cease and desist from distributing any further funds to The Entity for work performed or otherwise. The County shall make payment for all work satisfactorily performed up to the time of termination.

8. **Compensation.** The County agrees to pay the Entity an amount not to exceed \$ 10000, as recommend by the LTAC and approved by the County Commissioners.

9. **Payment.** The County shall pay the Entity upon presentation of approved documentation to the County. The Entity shall be responsible for showing that the County funds were used for tourism promotion. The proof of expenses shall be forwarded for reimbursement to the LTAC Clerk, as part of required reporting, at the below stated address no later than 60-days from the completion of your event and/or no later than the 15th day of December in the year that funds were awarded for year around promotion.

The County reserves the right to withhold payment of funds under this Agreement which is determined in the reasonable judgment of the LTAC or designee to be noncompliant with the scope of work, the County standards, and the County ordinances, or federal or state law.

10. **Applicable Laws and Standards.** The Parties, in the performance of this Agreement, agree to comply with all applicable federal, state, and local laws, ordinances, and regulations.

11. **Relationship of the Parties.** It is understood, agreed, and declared that the Entity, its employees, agents and assigns shall be an independent contractor and not the agent or employee of the County, that the County is interested in only the results to be achieved, and that the right to control the particular manner, method, and means in which the services are performed is solely within the discretion of the Entity. All employees who provide services to the County under this Agreement shall be deemed employees solely of the Entity. The Entity shall be solely responsible for the conduct and actions of all employees of the Entity under this Agreement and any liability that may attach thereto.

12. **Records.** The County or State Auditor or any of their representatives shall have full access to and the right to examine during normal business hours all the Entity's records with respect to all matters covered in this Agreement. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls and record of matters covered by this Agreement for a period of three years from the date final payment is made hereunder.

13. **Indemnification and Hold Harmless.** The Entity shall, at its sole expense, defend, indemnify and hold harmless the County and its officers, agents, and employees, from any and all

GRANT COUNTY TOURISM PROMOTION AGREEMENT

claims, actions, suits, liability, loss, costs, attorney's fees and costs of litigation, expenses, injuries, and damages of any nature whatsoever relating to or arising out of the wrongful or negligent acts, errors or omissions in the services provided by the Entity, the Entity's agents, subcontractors, subconsultants and employees to the fullest extent permitted by law, subject only to the limitations provided below.

The Entity's duty to defend, indemnify and hold harmless the County shall not apply to liability for damages arising out of such services caused by or resulting from the sole negligence of the County or the County's agents or employees pursuant to RCW 4.24.115.

The Entity's duty to defend, indemnify and hold harmless the County against liability for damages arising out of such services caused by the concurrent negligence of (a) the County or the County's agents or employees, and (b) the Entity, the Entity's agents, subcontractors, subconsultants and employees, shall apply only to the extent of the negligence of the Entity, the Entity's agents, subcontractors, subconsultants and employees.

The Entity's duty to defend, indemnify and hold the County harmless shall include, as to all claims, demands, losses and liability to which it applies, the County's personnel-related costs, reasonable attorneys' fees, and the reasonable value of any services rendered by the office of the County Prosecuting Attorney, outside consultant costs, court costs, fees for collection, and all other claim-related expenses.

The Entity specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. These indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefits acts. Provided, that the Entity's waiver of immunity under this provision extends only to claims against the Entity by the County, and does not include, or extend to, any claims by the Entity's employees directly against the Entity. The Entity hereby certifies that this indemnification provision was mutually negotiated.

14. Waiver. No officer, employee, agent, or other individual acting on behalf of either Party has the power, right or authority to waive any of the conditions or provisions of this Agreement. A waiver in one instance shall not be held to be a waiver of any other subsequent breach or nonperformance. All remedies afforded in this Agreement or by law, shall be taken and construed as cumulative, and in addition to every other remedy provided herein or by law. Failure of either Party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other Party of any provision hereof shall in no way be construed to be a waiver of such provisions nor shall it affect the validity of this Agreement or any part thereof.

15. Assignment and Delegation. Neither Party shall assign, transfer or delegate any or all of the responsibilities of this Agreement or the benefits received hereunder without first obtaining the written consent of the other Party.

GRANT COUNTY TOURISM PROMOTION AGREEMENT

16. **Subcontracts.** Except as otherwise provided herein, the Entity shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the County.

17. **Confidentiality.** The Entity may, from time to time, receive information which is deemed by the County to be confidential. The Entity shall not disclose such information without the prior express written consent of the County or upon order of a Court of competent jurisdiction.

18. **Jurisdiction and Venue.** This Agreement is entered into in Grant County, Washington. Disputes between the County and the Entity shall be resolved in the Superior Court of the State of Washington in Grant County. Notwithstanding the foregoing, the Entity agrees that it may, at the County's request, be joined as a party in any arbitration proceeding between the County and any third party that includes a claim or claims that arise out of, or that are related to the Entity's services under this Agreement. The Entity further agrees that the Arbitrator(s) decision therein shall be final and binding on the Entity and that judgment may be entered upon it in any court having jurisdiction thereof.

19. **Cost and Attorney's Fees.** The prevailing party in any litigation or arbitration arising out of this Agreement shall be entitled to its reasonable attorney's fees and costs of such litigation (including expert witness fees).

20. **Entire Agreement.** This written Agreement constitutes the entire and complete agreement between the Parties and supersedes any prior oral or written agreements. This Agreement may not be changed, modified, or altered except in writing signed by the Parties hereto.

21. **Anti-kickback.** No officer or employee of the County, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in this Agreement, or have solicited, accepted, or granted a present or future gift, favor, service, or other thing of value from any person with an interest in this Agreement.

22. **Severability.** If any section, sentence, clause, or phrase of this Agreement should be held to be invalid for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of any other section, sentence, clause or phrase of this Agreement.

GRANT COUNTY TOURISM PROMOTION AGREEMENT

ENTITY APPROVAL:

Cindy Edwards ORGANIZATION: Ridge Riders Saddle Club
Sign Here
Cindy Edwards, Secretary EVENT: Colorama Pro Rodeo
Printed Name / Position
4-20-23 AMOUNT: \$ 10,000
Date

COUNTY APPROVAL:

Signed this _____ day of _____, 2023

GRANT COUNTY

BOARD OF COUNTY COMMISSIONERS

Rob Jones, Chair

Cindy Carter, Vice Chair

Danny E. Stone, Member

ATTEST:

Barbara J. Vasquez, Clerk of the Board

Date

Approved as to form:

[Signature]
Barbara G. Duerbeck, WSBA #53946
Grant County Civil Deputy Prosecuting Attorney



GRANT COUNTY TOURISM PROMOTION AGREEMENT

LTAC GRANT #: 2023-10

EVENT: Cleatis Lacy Memorial Bull Event

ORGANIZATION: Ridge Riders Saddle Club

AMOUNT: \$ 8,500

THIS AGREEMENT is made by and between Grant County, a non-charter County of the State of Washington, hereinafter referred to as "County," and Ridge Riders Saddle Club hereinafter referred to as "The Entity," jointly referred to as "Parties."

DEFINITIONS

Tourism Promotion. "Tourism promotion" means activities, operations, and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies; and funding the marketing of or the operation of special events and festivals designed to attract tourists.

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- Purpose of Agreement.** The purpose of this Agreement is for the County and the Entity to promote tourism in Grant County. The County agrees to make funds available to the Entity for the purpose of tourism promotion to attract visitors overnight to create business and revenue in Grant County.
- Administration.** The Board of County Commissioners Office shall administer and be the primary contact for The Entity regarding terms of this Agreement. For good cause, as solely determined by the County, the County may direct that the Entity is no longer entitled to the use of said funds for tourism promotion and terminate this Agreement.
- Representations.** The Entity shall use the funds received from the County for tourism promotion and advertising solely for the purposes and in accordance with the proposal submitted by the Entity to the County. The Entity shall perform the services and work set forth in the proposal and promptly cure any failure in performance. The County has relied upon the representations made by the Entity in the proposal. By execution of this Agreement, the Entity represents that the funds will be used for tourism promotion as defined by this Agreement in accordance with all current laws, rules and regulations. No substitutions of purpose or use of the funds shall be made without the written consent of the County. The County shall make decisions and carry out its other responsibilities in a timely manner.

GRANT COUNTY TOURISM PROMOTION AGREEMENT

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- a. Promote Grant County LTAC, on all advertising, as a sponsor and have the Grant County LTAC logo provided to all appropriate media. The logo for advertising use is available in multiple formats at: <https://wa-grantcounty.civicplus.com/1032/Lodging-Tax-Advisory-Committee-LTAC-Logo>.
- b. Utilize grant funds to advertise, promote or otherwise attract visitors to your event/venue from more than 50 miles away (local events should be funded through local LTAC grants). Grant funds may not be used for the following:
 - i. Capital Improvements
 - ii. Advertising locally – to draw from local crowds for local events.

5. **Reporting.** RCW 67.28.1816 as amended includes reporting requirements for the Entity and the County on the use of funds distributed pursuant to this Agreement and the estimated and actual number of increased visitors. These reports are required to be provided by the Entity to the County and by the County to the Joint Legislative Audit and Review Committee (JLARC). The following provisions allow the Entity and The County to meet their respective requirements under RCW 67.28.1816.

- a. Estimated Increase in Visitors. As part of its LTAC application, the Entity shall provide the County with an estimate of the number of visitors resulting from the use of funds under this Agreement. The estimated number of visitors provided shall be consistent with the Entity's proposal to the County for lodging tax funds, to the extent such estimates were provided therein.
- b. Final Report on Increase in Visitors. Upon completion of the tourism promotion as specified with the application and this Agreement, but no later than the last working day in 15th day of December of the year funding was received, the Entity shall complete a report substantially and provide to the County a final report of the number of visitors resulting from the use of funds under this Agreement and expenditures and uses of funds under this Agreement. The numbers of visitors shall be based on an actual count, or if it is not practical to make an actual count, a good faith best-estimate of the number of visitors resulting from the use of funds under this Agreement. The final report shall describe the methods used to determine the actual number of visitors, or in the event such numbers were determined from an estimate, the methods used to determine such estimates.
- c. The County Reporting. The County shall provide the Entity's estimates and final report to JLARC as part of its annual report.
- d. All reimbursement requests must include copies of the invoice, receipt of payment and/or tear sheet to provide proof of request, payment and use. All reimbursement requests must be submitted on an itemized cover invoice provided by the County.

6. **Modifications.** The County may modify this Agreement and order changes in the work whenever necessary or advisable. The Entity will accept modifications consistent with state and local law when directed orally or in writing by the County Commissioners or designee.

GRANT COUNTY TOURISM PROMOTION AGREEMENT

7. **Term of Contract.** This Agreement shall be in full force and effect upon full execution and shall remain in effect until terminated either by The Entity expending the allocated County funds or completion of the tourism promotion activities. Either Party may terminate this Agreement by 30 days written notice to the other Party or with no notice upon a determination by the County that the funds will not be or have not been used for the purpose as stated in this Agreement. In the event of such termination, the County shall cease and desist from distributing any further funds to The Entity for work performed or otherwise. The County shall make payment for all work satisfactorily performed up to the time of termination.

8. **Compensation.** The County agrees to pay the Entity an amount not to exceed \$ 8500, as recommend by the LTAC and approved by the County Commissioners.

9. **Payment.** The County shall pay the Entity upon presentation of approved documentation to the County. The Entity shall be responsible for showing that the County funds were used for tourism promotion. The proof of expenses shall be forwarded for reimbursement to the LTAC Clerk, as part of required reporting, at the below stated address no later than 60-days from the completion of your event and/or no later than the 15th day of December in the year that funds were awarded for year around promotion.

The County reserves the right to withhold payment of funds under this Agreement which is determined in the reasonable judgment of the LTAC or designee to be noncompliant with the scope of work, the County standards, and the County ordinances, or federal or state law.

10. **Applicable Laws and Standards.** The Parties, in the performance of this Agreement, agree to comply with all applicable federal, state, and local laws, ordinances, and regulations.

11. **Relationship of the Parties.** It is understood, agreed, and declared that the Entity, its employees, agents and assigns shall be an independent contractor and not the agent or employee of the County, that the County is interested in only the results to be achieved, and that the right to control the particular manner, method, and means in which the services are performed is solely within the discretion of the Entity. All employees who provide services to the County under this Agreement shall be deemed employees solely of the Entity. The Entity shall be solely responsible for the conduct and actions of all employees of the Entity under this Agreement and any liability that may attach thereto.

12. **Records.** The County or State Auditor or any of their representatives shall have full access to and the right to examine during normal business hours all the Entity's records with respect to all matters covered in this Agreement. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls and record of matters covered by this Agreement for a period of three years from the date final payment is made hereunder.

13. **Indemnification and Hold Harmless.** The Entity shall, at its sole expense, defend, indemnify and hold harmless the County and its officers, agents, and employees, from any and all

GRANT COUNTY TOURISM PROMOTION AGREEMENT

claims, actions, suits, liability, loss, costs, attorney's fees and costs of litigation, expenses, injuries, and damages of any nature whatsoever relating to or arising out of the wrongful or negligent acts, errors or omissions in the services provided by the Entity, the Entity's agents, subcontractors, subconsultants and employees to the fullest extent permitted by law, subject only to the limitations provided below.

The Entity's duty to defend, indemnify and hold harmless the County shall not apply to liability for damages arising out of such services caused by or resulting from the sole negligence of the County or the County's agents or employees pursuant to RCW 4.24.115.

The Entity's duty to defend, indemnify and hold harmless the County against liability for damages arising out of such services caused by the concurrent negligence of (a) the County or the County's agents or employees, and (b) the Entity, the Entity's agents, subcontractors, subconsultants and employees, shall apply only to the extent of the negligence of the Entity, the Entity's agents, subcontractors, subconsultants and employees.

The Entity's duty to defend, indemnify and hold the County harmless shall include, as to all claims, demands, losses and liability to which it applies, the County's personnel-related costs, reasonable attorneys' fees, and the reasonable value of any services rendered by the office of the County Prosecuting Attorney, outside consultant costs, court costs, fees for collection, and all other claim-related expenses.

The Entity specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. These indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefits acts. Provided, that the Entity's waiver of immunity under this provision extends only to claims against the Entity by the County, and does not include, or extend to, any claims by the Entity's employees directly against the Entity. The Entity hereby certifies that this indemnification provision was mutually negotiated.

14. Waiver. No officer, employee, agent, or other individual acting on behalf of either Party has the power, right or authority to waive any of the conditions or provisions of this Agreement. A waiver in one instance shall not be held to be a waiver of any other subsequent breach or nonperformance. All remedies afforded in this Agreement or by law, shall be taken and construed as cumulative, and in addition to every other remedy provided herein or by law. Failure of either Party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other Party of any provision hereof shall in no way be construed to be a waiver of such provisions nor shall it affect the validity of this Agreement or any part thereof.

15. Assignment and Delegation. Neither Party shall assign, transfer or delegate any or all of the responsibilities of this Agreement or the benefits received hereunder without first obtaining the written consent of the other Party.

GRANT COUNTY TOURISM PROMOTION AGREEMENT

16. **Subcontracts.** Except as otherwise provided herein, the Entity shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the County.
17. **Confidentiality.** The Entity may, from time to time, receive information which is deemed by the County to be confidential. The Entity shall not disclose such information without the prior express written consent of the County or upon order of a Court of competent jurisdiction.
18. **Jurisdiction and Venue.** This Agreement is entered into in Grant County, Washington. Disputes between the County and the Entity shall be resolved in the Superior Court of the State of Washington in Grant County. Notwithstanding the foregoing, the Entity agrees that it may, at the County's request, be joined as a party in any arbitration proceeding between the County and any third party that includes a claim or claims that arise out of, or that are related to the Entity's services under this Agreement. The Entity further agrees that the Arbitrator(s) decision therein shall be final and binding on the Entity and that judgment may be entered upon it in any court having jurisdiction thereof.
19. **Cost and Attorney's Fees.** The prevailing party in any litigation or arbitration arising out of this Agreement shall be entitled to its reasonable attorney's fees and costs of such litigation (including expert witness fees).
20. **Entire Agreement.** This written Agreement constitutes the entire and complete agreement between the Parties and supersedes any prior oral or written agreements. This Agreement may not be changed, modified, or altered except in writing signed by the Parties hereto.
21. **Anti-kickback.** No officer or employee of the County, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in this Agreement, or have solicited, accepted, or granted a present or future gift, favor, service, or other thing of value from any person with an interest in this Agreement.
22. **Severability.** If any section, sentence, clause, or phrase of this Agreement should be held to be invalid for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of any other section, sentence, clause or phrase of this Agreement.

GRANT COUNTY TOURISM PROMOTION AGREEMENT

ENTITY APPROVAL:

Cindy L Edwards

Sign Here

ORGANIZATION: Ridge Riders Saddle Club

Cindy L Edwards, Secretary

Printed Name / Position

EVENT: Cleatis Lacy Memorial Bull Event

4-20-23

AMOUNT: \$ 8,500

Date

COUNTY APPROVAL:

Signed this _____ day of _____, 2023

GRANT COUNTY

BOARD OF COUNTY COMMISSIONERS

Rob Jones, Chair

Cindy Carter, Vice Chair

Danny E. Stone, Member

ATTEST:

Barbara J. Vasquez, Clerk of the Board

Date

Approved as to form:

[Signature]

Barbara G. Duerbeck, WSBA #53946
Grant County Civil Deputy Prosecuting Attorney



GRANT COUNTY TOURISM PROMOTION AGREEMENT

LTAC GRANT #: 2023-12

EVENT: Moses Lake Walleye Classic

ORGANIZATION: CWFAC

AMOUNT: \$ 4,000

THIS AGREEMENT is made by and between Grant County, a non-charter County of the State of Washington, hereinafter referred to as "County," and CWFAC hereinafter referred to as "The Entity," jointly referred to as "Parties."

DEFINITIONS

Tourism Promotion. "Tourism promotion" means activities, operations, and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies; and funding the marketing of or the operation of special events and festivals designed to attract tourists.

Fund(s). "Fund(s)" is defined as any amount of compensation derived from the lodging tax monies of Grant County which is allocated to the Entity for tourism promotion.

IN CONSIDERATION of the terms and conditions contained herein, the Parties covenant and agree as follows:

- Purpose of Agreement.** The purpose of this Agreement is for the County and the Entity to promote tourism in Grant County. The County agrees to make funds available to the Entity for the purpose of tourism promotion to attract visitors overnight to create business and revenue in Grant County.
- Administration.** The Board of County Commissioners Office shall administer and be the primary contact for The Entity regarding terms of this Agreement. For good cause, as solely determined by the County, the County may direct that the Entity is no longer entitled to the use of said funds for tourism promotion and terminate this Agreement.
- Representations.** The Entity shall use the funds received from the County for tourism promotion and advertising solely for the purposes and in accordance with the proposal submitted by the Entity to the County. The Entity shall perform the services and work set forth in the proposal and promptly cure any failure in performance. The County has relied upon the representations made by the Entity in the proposal. By execution of this Agreement, the Entity represents that the funds will be used for tourism promotion as defined by this Agreement in accordance with all current laws, rules and regulations. No substitutions of purpose or use of the funds shall be made without the written consent of the County. The County shall make decisions and carry out its other responsibilities in a timely manner.

GRANT COUNTY TOURISM PROMOTION AGREEMENT

4. **Requirements for Grant Use.** Tourism promotion grants are intended to increase Tourism and to draw tourists from more than 50 miles away. As a requirement of your grant approval you will be required to:

- a. Promote Grant County LTAC, on all advertising, as a sponsor and have the Grant County LTAC logo provided to all appropriate media. The logo for advertising use is available in multiple formats at: <https://wa-grantcounty.civicplus.com/1032/Lodging-Tax-Advisory-Committee-LTAC-Logo>.
- b. Utilize grant funds to advertise, promote or otherwise attract visitors to your event/venue from more than 50 miles away (local events should be funded through local LTAC grants). Grant funds may not be used for the following:
 - i. Capital Improvements
 - ii. Advertising locally – to draw from local crowds for local events.

5. **Reporting.** RCW 67.28.1816 as amended includes reporting requirements for the Entity and the County on the use of funds distributed pursuant to this Agreement and the estimated and actual number of increased visitors. These reports are required to be provided by the Entity to the County and by the County to the Joint Legislative Audit and Review Committee (JLARC). The following provisions allow the Entity and The County to meet their respective requirements under RCW 67.28.1816.

- a. Estimated Increase in Visitors. As part of its LTAC application, the Entity shall provide the County with an estimate of the number of visitors resulting from the use of funds under this Agreement. The estimated number of visitors provided shall be consistent with the Entity's proposal to the County for lodging tax funds, to the extent such estimates were provided therein.
- b. Final Report on Increase in Visitors. Upon completion of the tourism promotion as specified with the application and this Agreement, but no later than the last working day in 15th day of December of the year funding was received, the Entity shall complete a report substantially and provide to the County a final report of the number of visitors resulting from the use of funds under this Agreement and expenditures and uses of funds under this Agreement. The numbers of visitors shall be based on an actual count, or if it is not practical to make an actual count, a good faith best-estimate of the number of visitors resulting from the use of funds under this Agreement. The final report shall describe the methods used to determine the actual number of visitors, or in the event such numbers were determined from an estimate, the methods used to determine such estimates.
- c. The County Reporting. The County shall provide the Entity's estimates and final report to JLARC as part of its annual report.
- d. All reimbursement requests must include copies of the invoice, receipt of payment and/or tear sheet to provide proof of request, payment and use. All reimbursement requests must be submitted on an itemized cover invoice provided by the County.

6. **Modifications.** The County may modify this Agreement and order changes in the work whenever necessary or advisable. The Entity will accept modifications consistent with state and local law when directed orally or in writing by the County Commissioners or designee.

GRANT COUNTY TOURISM PROMOTION AGREEMENT

7. **Term of Contract.** This Agreement shall be in full force and effect upon full execution and shall remain in effect until terminated either by The Entity expending the allocated County funds or completion of the tourism promotion activities. Either Party may terminate this Agreement by 30 days written notice to the other Party or with no notice upon a determination by the County that the funds will not be or have not been used for the purpose as stated in this Agreement. In the event of such termination, the County shall cease and desist from distributing any further funds to The Entity for work performed or otherwise. The County shall make payment for all work satisfactorily performed up to the time of termination.

8. **Compensation.** The County agrees to pay the Entity an amount not to exceed \$ 4000, as recommend by the LTAC and approved by the County Commissioners.

9. **Payment.** The County shall pay the Entity upon presentation of approved documentation to the County. The Entity shall be responsible for showing that the County funds were used for tourism promotion. The proof of expenses shall be forwarded for reimbursement to the LTAC Clerk, as part of required reporting, at the below stated address no later than 60-days from the completion of your event and/or no later than the 15th day of December in the year that funds were awarded for year around promotion.

The County reserves the right to withhold payment of funds under this Agreement which is determined in the reasonable judgment of the LTAC or designee to be noncompliant with the scope of work, the County standards, and the County ordinances, or federal or state law.

10. **Applicable Laws and Standards.** The Parties, in the performance of this Agreement, agree to comply with all applicable federal, state, and local laws, ordinances, and regulations.

11. **Relationship of the Parties.** It is understood, agreed, and declared that the Entity, its employees, agents and assigns shall be an independent contractor and not the agent or employee of the County, that the County is interested in only the results to be achieved, and that the right to control the particular manner, method, and means in which the services are performed is solely within the discretion of the Entity. All employees who provide services to the County under this Agreement shall be deemed employees solely of the Entity. The Entity shall be solely responsible for the conduct and actions of all employees of the Entity under this Agreement and any liability that may attach thereto.

12. **Records.** The County or State Auditor or any of their representatives shall have full access to and the right to examine during normal business hours all the Entity's records with respect to all matters covered in this Agreement. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls and record of matters covered by this Agreement for a period of three years from the date final payment is made hereunder.

13. **Indemnification and Hold Harmless.** The Entity shall, at its sole expense, defend, indemnify and hold harmless the County and its officers, agents, and employees, from any and all

GRANT COUNTY TOURISM PROMOTION AGREEMENT

claims, actions, suits, liability, loss, costs, attorney's fees and costs of litigation, expenses, injuries, and damages of any nature whatsoever relating to or arising out of the wrongful or negligent acts, errors or omissions in the services provided by the Entity, the Entity's agents, subcontractors, subconsultants and employees to the fullest extent permitted by law, subject only to the limitations provided below.

The Entity's duty to defend, indemnify and hold harmless the County shall not apply to liability for damages arising out of such services caused by or resulting from the sole negligence of the County or the County's agents or employees pursuant to RCW 4.24.115.

The Entity's duty to defend, indemnify and hold harmless the County against liability for damages arising out of such services caused by the concurrent negligence of (a) the County or the County's agents or employees, and (b) the Entity, the Entity's agents, subcontractors, subconsultants and employees, shall apply only to the extent of the negligence of the Entity, the Entity's agents, subcontractors, subconsultants and employees.

The Entity's duty to defend, indemnify and hold the County harmless shall include, as to all claims, demands, losses and liability to which it applies, the County's personnel-related costs, reasonable attorneys' fees, and the reasonable value of any services rendered by the office of the County Prosecuting Attorney, outside consultant costs, court costs, fees for collection, and all other claim-related expenses.

The Entity specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. These indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefits acts. Provided, that the Entity's waiver of immunity under this provision extends only to claims against the Entity by the County, and does not include, or extend to, any claims by the Entity's employees directly against the Entity. The Entity hereby certifies that this indemnification provision was mutually negotiated.

14. Waiver. No officer, employee, agent, or other individual acting on behalf of either Party has the power, right or authority to waive any of the conditions or provisions of this Agreement. A waiver in one instance shall not be held to be a waiver of any other subsequent breach or nonperformance. All remedies afforded in this Agreement or by law, shall be taken and construed as cumulative, and in addition to every other remedy provided herein or by law. Failure of either Party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other Party of any provision hereof shall in no way be construed to be a waiver of such provisions nor shall it affect the validity of this Agreement or any part thereof.

15. Assignment and Delegation. Neither Party shall assign, transfer or delegate any or all of the responsibilities of this Agreement or the benefits received hereunder without first obtaining the written consent of the other Party.

GRANT COUNTY TOURISM PROMOTION AGREEMENT

16. **Subcontracts.** Except as otherwise provided herein, the Entity shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the County.
17. **Confidentiality.** The Entity may, from time to time, receive information which is deemed by the County to be confidential. The Entity shall not disclose such information without the prior express written consent of the County or upon order of a Court of competent jurisdiction.
18. **Jurisdiction and Venue.** This Agreement is entered into in Grant County, Washington. Disputes between the County and the Entity shall be resolved in the Superior Court of the State of Washington in Grant County. Notwithstanding the foregoing, the Entity agrees that it may, at the County's request, be joined as a party in any arbitration proceeding between the County and any third party that includes a claim or claims that arise out of, or that are related to the Entity's services under this Agreement. The Entity further agrees that the Arbitrator(s) decision therein shall be final and binding on the Entity and that judgment may be entered upon it in any court having jurisdiction thereof.
19. **Cost and Attorney's Fees.** The prevailing party in any litigation or arbitration arising out of this Agreement shall be entitled to its reasonable attorney's fees and costs of such litigation (including expert witness fees).
20. **Entire Agreement.** This written Agreement constitutes the entire and complete agreement between the Parties and supersedes any prior oral or written agreements. This Agreement may not be changed, modified, or altered except in writing signed by the Parties hereto.
21. **Anti-kickback.** No officer or employee of the County, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in this Agreement, or have solicited, accepted, or granted a present or future gift, favor, service, or other thing of value from any person with an interest in this Agreement.
22. **Severability.** If any section, sentence, clause, or phrase of this Agreement should be held to be invalid for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of any other section, sentence, clause or phrase of this Agreement.

GRANT COUNTY TOURISM PROMOTION AGREEMENT

ENTITY APPROVAL:

Ron Sawyer
Sign Here

ORGANIZATION: CWFAC

Ron Sawyer
Printed Name / Position

EVENT: Moses Lake Walleye Classic

4/21/23
Date

AMOUNT: \$ 4,000

COUNTY APPROVAL:

Signed this _____ day of _____, 2023

GRANT COUNTY

BOARD OF COUNTY COMMISSIONERS

Rob Jones, Chair

Cindy Carter, Vice Chair

Danny E. Stone, Member

ATTEST:

Barbara J. Vasquez, Clerk of the Board

Date

Approved as to form:

[Signature]

Barbara G. Duerbeck, WSBA #53946
Grant County Civil Deputy Prosecuting Attorney



GRANT COUNTY TOURISM PROMOTION AGREEMENT

LTAC GRANT #: 2023-15

EVENT: Moses Lake Roundup & Demo Derby

ORGANIZATION: Columbia Basin Rodeo Association

AMOUNT: \$ 20,000

THIS AGREEMENT is made by and between Grant County, a non-charter County of the State of Washington, hereinafter referred to as "County," and Columbia Basin Rodeo Association hereinafter referred to as "The Entity," jointly referred to as "Parties."

DEFINITIONS

Tourism Promotion. "Tourism promotion" means activities, operations, and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies; and funding the marketing of or the operation of special events and festivals designed to attract tourists.

Fund(s). "Fund(s)" is defined as any amount of compensation derived from the lodging tax monies of Grant County which is allocated to the Entity for tourism promotion.

IN CONSIDERATION of the terms and conditions contained herein, the Parties covenant and agree as follows:

- Purpose of Agreement.** The purpose of this Agreement is for the County and the Entity to promote tourism in Grant County. The County agrees to make funds available to the Entity for the purpose of tourism promotion to attract visitors overnight to create business and revenue in Grant County.
- Administration.** The Board of County Commissioners Office shall administer and be the primary contact for The Entity regarding terms of this Agreement. For good cause, as solely determined by the County, the County may direct that the Entity is no longer entitled to the use of said funds for tourism promotion and terminate this Agreement.
- Representations.** The Entity shall use the funds received from the County for tourism promotion and advertising solely for the purposes and in accordance with the proposal submitted by the Entity to the County. The Entity shall perform the services and work set forth in the proposal and promptly cure any failure in performance. The County has relied upon the representations made by the Entity in the proposal. By execution of this Agreement, the Entity represents that the funds will be used for tourism promotion as defined by this Agreement in accordance with all current laws, rules and regulations. No substitutions of purpose or use of the funds shall be made without the written consent of the County. The County shall make decisions and carry out its other responsibilities in a timely manner.

GRANT COUNTY TOURISM PROMOTION AGREEMENT

4. **Requirements for Grant Use.** Tourism promotion grants are intended to increase Tourism and to draw tourists from more than 50 miles away. As a requirement of your grant approval you will be required to:

- a. Promote Grant County LTAC, on all advertising, as a sponsor and have the Grant County LTAC logo provided to all appropriate media. The logo for advertising use is available in multiple formats at: <https://wa-grantcounty.civicplus.com/1032/Lodging-Tax-Advisory-Committee-LTAC-Logo>.
- b. Utilize grant funds to advertise, promote or otherwise attract visitors to your event/venue from more than 50 miles away (local events should be funded through local LTAC grants). Grant funds may not be used for the following:
 - i. Capital Improvements
 - ii. Advertising locally – to draw from local crowds for local events.

5. **Reporting.** RCW 67.28.1816 as amended includes reporting requirements for the Entity and the County on the use of funds distributed pursuant to this Agreement and the estimated and actual number of increased visitors. These reports are required to be provided by the Entity to the County and by the County to the Joint Legislative Audit and Review Committee (JLARC). The following provisions allow the Entity and The County to meet their respective requirements under RCW 67.28.1816.

- a. Estimated Increase in Visitors. As part of its LTAC application, the Entity shall provide the County with an estimate of the number of visitors resulting from the use of funds under this Agreement. The estimated number of visitors provided shall be consistent with the Entity's proposal to the County for lodging tax funds, to the extent such estimates were provided therein.
- b. Final Report on Increase in Visitors. Upon completion of the tourism promotion as specified with the application and this Agreement, but no later than the last working day in 15th day of December of the year funding was received, the Entity shall complete a report substantially and provide to the County a final report of the number of visitors resulting from the use of funds under this Agreement and expenditures and uses of funds under this Agreement. The numbers of visitors shall be based on an actual count, or if it is not practical to make an actual count, a good faith best-estimate of the number of visitors resulting from the use of funds under this Agreement. The final report shall describe the methods used to determine the actual number of visitors, or in the event such numbers were determined from an estimate, the methods used to determine such estimates.
- c. The County Reporting. The County shall provide the Entity's estimates and final report to JLARC as part of its annual report.
- d. All reimbursement requests must include copies of the invoice, receipt of payment and/or tear sheet to provide proof of request, payment and use. All reimbursement requests must be submitted on an itemized cover invoice provided by the County.

6. **Modifications.** The County may modify this Agreement and order changes in the work whenever necessary or advisable. The Entity will accept modifications consistent with state and local law when directed orally or in writing by the County Commissioners or designee.

GRANT COUNTY TOURISM PROMOTION AGREEMENT

7. **Term of Contract.** This Agreement shall be in full force and effect upon full execution and shall remain in effect until terminated either by The Entity expending the allocated County funds or completion of the tourism promotion activities. Either Party may terminate this Agreement by 30 days written notice to the other Party or with no notice upon a determination by the County that the funds will not be or have not been used for the purpose as stated in this Agreement. In the event of such termination, the County shall cease and desist from distributing any further funds to The Entity for work performed or otherwise. The County shall make payment for all work satisfactorily performed up to the time of termination.

8. **Compensation.** The County agrees to pay the Entity an amount not to exceed \$ 20000, as recommend by the LTAC and approved by the County Commissioners.

9. **Payment.** The County shall pay the Entity upon presentation of approved documentation to the County. The Entity shall be responsible for showing that the County funds were used for tourism promotion. The proof of expenses shall be forwarded for reimbursement to the LTAC Clerk, as part of required reporting, at the below stated address no later than 60-days from the completion of your event and/or no later than the 15th day of December in the year that funds were awarded for year around promotion.

The County reserves the right to withhold payment of funds under this Agreement which is determined in the reasonable judgment of the LTAC or designee to be noncompliant with the scope of work, the County standards, and the County ordinances, or federal or state law.

10. **Applicable Laws and Standards.** The Parties, in the performance of this Agreement, agree to comply with all applicable federal, state, and local laws, ordinances, and regulations.

11. **Relationship of the Parties.** It is understood, agreed, and declared that the Entity, its employees, agents and assigns shall be an independent contractor and not the agent or employee of the County, that the County is interested in only the results to be achieved, and that the right to control the particular manner, method, and means in which the services are performed is solely within the discretion of the Entity. All employees who provide services to the County under this Agreement shall be deemed employees solely of the Entity. The Entity shall be solely responsible for the conduct and actions of all employees of the Entity under this Agreement and any liability that may attach thereto.

12. **Records.** The County or State Auditor or any of their representatives shall have full access to and the right to examine during normal business hours all the Entity's records with respect to all matters covered in this Agreement. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls and record of matters covered by this Agreement for a period of three years from the date final payment is made hereunder.

13. **Indemnification and Hold Harmless.** The Entity shall, at its sole expense, defend, indemnify and hold harmless the County and its officers, agents, and employees, from any and all

GRANT COUNTY TOURISM PROMOTION AGREEMENT

claims, actions, suits, liability, loss, costs, attorney's fees and costs of litigation, expenses, injuries, and damages of any nature whatsoever relating to or arising out of the wrongful or negligent acts, errors or omissions in the services provided by the Entity, the Entity's agents, subcontractors, subconsultants and employees to the fullest extent permitted by law, subject only to the limitations provided below.

The Entity's duty to defend, indemnify and hold harmless the County shall not apply to liability for damages arising out of such services caused by or resulting from the sole negligence of the County or the County's agents or employees pursuant to RCW 4.24.115.

The Entity's duty to defend, indemnify and hold harmless the County against liability for damages arising out of such services caused by the concurrent negligence of (a) the County or the County's agents or employees, and (b) the Entity, the Entity's agents, subcontractors, subconsultants and employees, shall apply only to the extent of the negligence of the Entity, the Entity's agents, subcontractors, subconsultants and employees.

The Entity's duty to defend, indemnify and hold the County harmless shall include, as to all claims, demands, losses and liability to which it applies, the County's personnel-related costs, reasonable attorneys' fees, and the reasonable value of any services rendered by the office of the County Prosecuting Attorney, outside consultant costs, court costs, fees for collection, and all other claim-related expenses.

The Entity specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. These indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefits acts. Provided, that the Entity's waiver of immunity under this provision extends only to claims against the Entity by the County, and does not include, or extend to, any claims by the Entity's employees directly against the Entity. The Entity hereby certifies that this indemnification provision was mutually negotiated.

14. Waiver. No officer, employee, agent, or other individual acting on behalf of either Party has the power, right or authority to waive any of the conditions or provisions of this Agreement. A waiver in one instance shall not be held to be a waiver of any other subsequent breach or nonperformance. All remedies afforded in this Agreement or by law, shall be taken and construed as cumulative, and in addition to every other remedy provided herein or by law. Failure of either Party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other Party of any provision hereof shall in no way be construed to be a waiver of such provisions nor shall it affect the validity of this Agreement or any part thereof.

15. Assignment and Delegation. Neither Party shall assign, transfer or delegate any or all of the responsibilities of this Agreement or the benefits received hereunder without first obtaining the written consent of the other Party.

GRANT COUNTY TOURISM PROMOTION AGREEMENT

16. **Subcontracts.** Except as otherwise provided herein, the Entity shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the County.
17. **Confidentiality.** The Entity may, from time to time, receive information which is deemed by the County to be confidential. The Entity shall not disclose such information without the prior express written consent of the County or upon order of a Court of competent jurisdiction.
18. **Jurisdiction and Venue.** This Agreement is entered into in Grant County, Washington. Disputes between the County and the Entity shall be resolved in the Superior Court of the State of Washington in Grant County. Notwithstanding the foregoing, the Entity agrees that it may, at the County's request, be joined as a party in any arbitration proceeding between the County and any third party that includes a claim or claims that arise out of, or that are related to the Entity's services under this Agreement. The Entity further agrees that the Arbitrator(s) decision therein shall be final and binding on the Entity and that judgment may be entered upon it in any court having jurisdiction thereof.
19. **Cost and Attorney's Fees.** The prevailing party in any litigation or arbitration arising out of this Agreement shall be entitled to its reasonable attorney's fees and costs of such litigation (including expert witness fees).
20. **Entire Agreement.** This written Agreement constitutes the entire and complete agreement between the Parties and supersedes any prior oral or written agreements. This Agreement may not be changed, modified, or altered except in writing signed by the Parties hereto.
21. **Anti-kickback.** No officer or employee of the County, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in this Agreement, or have solicited, accepted, or granted a present or future gift, favor, service, or other thing of value from any person with an interest in this Agreement.
22. **Severability.** If any section, sentence, clause, or phrase of this Agreement should be held to be invalid for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of any other section, sentence, clause or phrase of this Agreement.

GRANT COUNTY TOURISM PROMOTION AGREEMENT

ENTITY APPROVAL:

Tyler Brown

Sign Here

ORGANIZATION: Columbia Basin Rodeo Association

Tyler Brown

Printed Name / Position

TREASURER

EVENT: Moses Lake Roundup & Demo Derby

4/22/23

Date

AMOUNT: \$ 20,000

COUNTY APPROVAL:

Signed this _____ day of _____, 2023

GRANT COUNTY

BOARD OF COUNTY COMMISSIONERS

Rob Jones, Chair

Cindy Carter, Vice Chair

Danny E. Stone, Member

ATTEST:

Barbara J. Vasquez, Clerk of the Board

Date

Approved as to form:

Barbara G. Duerbeck

Barbara G. Duerbeck, WSBA #53946

Grant County Civil Deputy Prosecuting Attorney

RECEIVED

APR 24 2023

GRANT COUNTY COMMISSIONERS

GRANT COUNTY TOURISM PROMOTION AGREEMENT

LTAC GRANT #: 2023-20

EVENT: Season 69

ORGANIZATION: Central Basin Community Concert Assoc.

AMOUNT: \$ 10,000

THIS AGREEMENT is made by and between Grant County, a non-charter County of the State of Washington, hereinafter referred to as "County," and Central Basin Community Concert Assoc. hereinafter referred to as "The Entity," jointly referred to as "Parties."

DEFINITIONS

Tourism Promotion. "Tourism promotion" means activities, operations, and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies; and funding the marketing of or the operation of special events and festivals designed to attract tourists.

Fund(s). "Fund(s)" is defined as any amount of compensation derived from the lodging tax monies of Grant County which is allocated to the Entity for tourism promotion.

IN CONSIDERATION of the terms and conditions contained herein, the Parties covenant and agree as follows:

- Purpose of Agreement.** The purpose of this Agreement is for the County and the Entity to promote tourism in Grant County. The County agrees to make funds available to the Entity for the purpose of tourism promotion to attract visitors overnight to create business and revenue in Grant County.
- Administration.** The Board of County Commissioners Office shall administer and be the primary contact for The Entity regarding terms of this Agreement. For good cause, as solely determined by the County, the County may direct that the Entity is no longer entitled to the use of said funds for tourism promotion and terminate this Agreement.
- Representations.** The Entity shall use the funds received from the County for tourism promotion and advertising solely for the purposes and in accordance with the proposal submitted by the Entity to the County. The Entity shall perform the services and work set forth in the proposal and promptly cure any failure in performance. The County has relied upon the representations made by the Entity in the proposal. By execution of this Agreement, the Entity represents that the funds will be used for tourism promotion as defined by this Agreement in accordance with all current laws, rules and regulations. No substitutions of purpose or use of the funds shall be made without the written consent of the County. The County shall make decisions and carry out its other responsibilities in a timely manner.

RECEIVED

APR 26 2023

GRANT COUNTY TOURISM PROMOTION AGREEMENT

4. **Requirements for Grant Use.** Tourism promotion grants are intended to increase Tourism and to draw tourists from more than 50 miles away. As a requirement of your grant approval you will be required to:

- a. Promote Grant County LTAC, on all advertising, as a sponsor and have the Grant County LTAC logo provided to all appropriate media. The logo for advertising use is available in multiple formats at: <https://wa-grantcounty.civicplus.com/1032/Lodging-Tax-Advisory-Committee-LTAC-Logo>.
- b. Utilize grant funds to advertise, promote or otherwise attract visitors to your event/venue from more than 50 miles away (local events should be funded through local LTAC grants). Grant funds may not be used for the following:
 - i. Capital Improvements
 - ii. Advertising locally – to draw from local crowds for local events.

5. **Reporting.** RCW 67.28.1816 as amended includes reporting requirements for the Entity and the County on the use of funds distributed pursuant to this Agreement and the estimated and actual number of increased visitors. These reports are required to be provided by the Entity to the County and by the County to the Joint Legislative Audit and Review Committee (JLARC). The following provisions allow the Entity and The County to meet their respective requirements under RCW 67.28.1816.

- a. Estimated Increase in Visitors. As part of its LTAC application, the Entity shall provide the County with an estimate of the number of visitors resulting from the use of funds under this Agreement. The estimated number of visitors provided shall be consistent with the Entity's proposal to the County for lodging tax funds, to the extent such estimates were provided therein.
- b. Final Report on Increase in Visitors. Upon completion of the tourism promotion as specified with the application and this Agreement, but no later than the last working day in 15th day of December of the year funding was received, the Entity shall complete a report substantially and provide to the County a final report of the number of visitors resulting from the use of funds under this Agreement and expenditures and uses of funds under this Agreement. The numbers of visitors shall be based on an actual count, or if it is not practical to make an actual count, a good faith best-estimate of the number of visitors resulting from the use of funds under this Agreement. The final report shall describe the methods used to determine the actual number of visitors, or in the event such numbers were determined from an estimate, the methods used to determine such estimates.
- c. The County Reporting. The County shall provide the Entity's estimates and final report to JLARC as part of its annual report.
- d. All reimbursement requests must include copies of the invoice, receipt of payment and/or tear sheet to provide proof of request, payment and use. All reimbursement requests must be submitted on an itemized cover invoice provided by the County.

6. **Modifications.** The County may modify this Agreement and order changes in the work whenever necessary or advisable. The Entity will accept modifications consistent with state and local law when directed orally or in writing by the County Commissioners or designee.

GRANT COUNTY TOURISM PROMOTION AGREEMENT

7. **Term of Contract.** This Agreement shall be in full force and effect upon full execution and shall remain in effect until terminated either by The Entity expending the allocated County funds or completion of the tourism promotion activities. Either Party may terminate this Agreement by 30 days written notice to the other Party or with no notice upon a determination by the County that the funds will not be or have not been used for the purpose as stated in this Agreement. In the event of such termination, the County shall cease and desist from distributing any further funds to The Entity for work performed or otherwise. The County shall make payment for all work satisfactorily performed up to the time of termination.

8. **Compensation.** The County agrees to pay the Entity an amount not to exceed \$ 10000, as recommend by the LTAC and approved by the County Commissioners.

9. **Payment.** The County shall pay the Entity upon presentation of approved documentation to the County. The Entity shall be responsible for showing that the County funds were used for tourism promotion. The proof of expenses shall be forwarded for reimbursement to the LTAC Clerk, as part of required reporting, at the below stated address no later than 60-days from the completion of your event and/or no later than the 15th day of December in the year that funds were awarded for year around promotion.

The County reserves the right to withhold payment of funds under this Agreement which is determined in the reasonable judgment of the LTAC or designee to be noncompliant with the scope of work, the County standards, and the County ordinances, or federal or state law.

10. **Applicable Laws and Standards.** The Parties, in the performance of this Agreement, agree to comply with all applicable federal, state, and local laws, ordinances, and regulations.

11. **Relationship of the Parties.** It is understood, agreed, and declared that the Entity, its employees, agents and assigns shall be an independent contractor and not the agent or employee of the County, that the County is interested in only the results to be achieved, and that the right to control the particular manner, method, and means in which the services are performed is solely within the discretion of the Entity. All employees who provide services to the County under this Agreement shall be deemed employees solely of the Entity. The Entity shall be solely responsible for the conduct and actions of all employees of the Entity under this Agreement and any liability that may attach thereto.

12. **Records.** The County or State Auditor or any of their representatives shall have full access to and the right to examine during normal business hours all the Entity's records with respect to all matters covered in this Agreement. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls and record of matters covered by this Agreement for a period of three years from the date final payment is made hereunder.

13. **Indemnification and Hold Harmless.** The Entity shall, at its sole expense, defend, indemnify and hold harmless the County and its officers, agents, and employees, from any and all

GRANT COUNTY TOURISM PROMOTION AGREEMENT

claims, actions, suits, liability, loss, costs, attorney's fees and costs of litigation, expenses, injuries, and damages of any nature whatsoever relating to or arising out of the wrongful or negligent acts, errors or omissions in the services provided by the Entity, the Entity's agents, subcontractors, subconsultants and employees to the fullest extent permitted by law, subject only to the limitations provided below.

The Entity's duty to defend, indemnify and hold harmless the County shall not apply to liability for damages arising out of such services caused by or resulting from the sole negligence of the County or the County's agents or employees pursuant to RCW 4.24.115.

The Entity's duty to defend, indemnify and hold harmless the County against liability for damages arising out of such services caused by the concurrent negligence of (a) the County or the County's agents or employees, and (b) the Entity, the Entity's agents, subcontractors, subconsultants and employees, shall apply only to the extent of the negligence of the Entity, the Entity's agents, subcontractors, subconsultants and employees.

The Entity's duty to defend, indemnify and hold the County harmless shall include, as to all claims, demands, losses and liability to which it applies, the County's personnel-related costs, reasonable attorneys' fees, and the reasonable value of any services rendered by the office of the County Prosecuting Attorney, outside consultant costs, court costs, fees for collection, and all other claim-related expenses.

The Entity specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. These indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefits acts. Provided, that the Entity's waiver of immunity under this provision extends only to claims against the Entity by the County, and does not include, or extend to, any claims by the Entity's employees directly against the Entity. The Entity hereby certifies that this indemnification provision was mutually negotiated.

14. Waiver. No officer, employee, agent, or other individual acting on behalf of either Party has the power, right or authority to waive any of the conditions or provisions of this Agreement. A waiver in one instance shall not be held to be a waiver of any other subsequent breach or nonperformance. All remedies afforded in this Agreement or by law, shall be taken and construed as cumulative, and in addition to every other remedy provided herein or by law. Failure of either Party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other Party of any provision hereof shall in no way be construed to be a waiver of such provisions nor shall it affect the validity of this Agreement or any part thereof.

15. Assignment and Delegation. Neither Party shall assign, transfer or delegate any or all of the responsibilities of this Agreement or the benefits received hereunder without first obtaining the written consent of the other Party.

GRANT COUNTY TOURISM PROMOTION AGREEMENT

16. **Subcontracts.** Except as otherwise provided herein, the Entity shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the County.
17. **Confidentiality.** The Entity may, from time to time, receive information which is deemed by the County to be confidential. The Entity shall not disclose such information without the prior express written consent of the County or upon order of a Court of competent jurisdiction.
18. **Jurisdiction and Venue.** This Agreement is entered into in Grant County, Washington. Disputes between the County and the Entity shall be resolved in the Superior Court of the State of Washington in Grant County. Notwithstanding the foregoing, the Entity agrees that it may, at the County's request, be joined as a party in any arbitration proceeding between the County and any third party that includes a claim or claims that arise out of, or that are related to the Entity's services under this Agreement. The Entity further agrees that the Arbitrator(s) decision therein shall be final and binding on the Entity and that judgment may be entered upon it in any court having jurisdiction thereof.
19. **Cost and Attorney's Fees.** The prevailing party in any litigation or arbitration arising out of this Agreement shall be entitled to its reasonable attorney's fees and costs of such litigation (including expert witness fees).
20. **Entire Agreement.** This written Agreement constitutes the entire and complete agreement between the Parties and supersedes any prior oral or written agreements. This Agreement may not be changed, modified, or altered except in writing signed by the Parties hereto.
21. **Anti-kickback.** No officer or employee of the County, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in this Agreement, or have solicited, accepted, or granted a present or future gift, favor, service, or other thing of value from any person with an interest in this Agreement.
22. **Severability.** If any section, sentence, clause, or phrase of this Agreement should be held to be invalid for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of any other section, sentence, clause or phrase of this Agreement.

GRANT COUNTY TOURISM PROMOTION AGREEMENT

ENTITY APPROVAL:

Carol L. Eidsvig ORGANIZATION: Central Basin Community Concert Assoc.
Sign Here
Carol L. Eidsvig EVENT: Season 69
Printed Name / Position
4/24/2023 AMOUNT: \$ 10,000
Date

COUNTY APPROVAL:

Signed this _____ day of _____, 2023

GRANT COUNTY

BOARD OF COUNTY COMMISSIONERS

Rob Jones, Chair

Cindy Carter, Vice Chair


Danny E. Stone, Member

ATTEST:

Barbara J. Vasquez, Clerk of the Board

Date

Approved as to form:


Barbara G. Duerbeck, WSBA #53946
Grant County Civil Deputy Prosecuting Attorney

GRANT COUNTY TOURISM PROMOTION AGREEMENT

LTAC GRANT #: 2023-21

EVENT: 3 Events

ORGANIZATION: Best of Barrels Only, LLC

AMOUNT: \$ 10,000

THIS AGREEMENT is made by and between Grant County, a non-charter County of the State of Washington, hereinafter referred to as "County," and Best of Barrels Only, LLC hereinafter referred to as "The Entity," jointly referred to as "Parties."

DEFINITIONS

Tourism Promotion. "Tourism promotion" means activities, operations, and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies; and funding the marketing of or the operation of special events and festivals designed to attract tourists.

Fund(s). "Fund(s)" is defined as any amount of compensation derived from the lodging tax monies of Grant County which is allocated to the Entity for tourism promotion.

IN CONSIDERATION of the terms and conditions contained herein, the Parties covenant and agree as follows:

- Purpose of Agreement.** The purpose of this Agreement is for the County and the Entity to promote tourism in Grant County. The County agrees to make funds available to the Entity for the purpose of tourism promotion to attract visitors overnight to create business and revenue in Grant County.
- Administration.** The Board of County Commissioners Office shall administer and be the primary contact for The Entity regarding terms of this Agreement. For good cause, as solely determined by the County, the County may direct that the Entity is no longer entitled to the use of said funds for tourism promotion and terminate this Agreement.
- Representations.** The Entity shall use the funds received from the County for tourism promotion and advertising solely for the purposes and in accordance with the proposal submitted by the Entity to the County. The Entity shall perform the services and work set forth in the proposal and promptly cure any failure in performance. The County has relied upon the representations made by the Entity in the proposal. By execution of this Agreement, the Entity represents that the funds will be used for tourism promotion as defined by this Agreement in accordance with all current laws, rules and regulations. No substitutions of purpose or use of the funds shall be made without the written consent of the County. The County shall make decisions and carry out its other responsibilities in a timely manner.

GRANT COUNTY TOURISM PROMOTION AGREEMENT

4. **Requirements for Grant Use.** Tourism promotion grants are intended to increase Tourism and to draw tourists from more than 50 miles away. As a requirement of your grant approval you will be required to:

- a. Promote Grant County LTAC, on all advertising, as a sponsor and have the Grant County LTAC logo provided to all appropriate media. The logo for advertising use is available in multiple formats at: <https://wa-grantcounty.civicplus.com/1032/Lodging-Tax-Advisory-Committee-LTAC-Logo>.
- b. Utilize grant funds to advertise, promote or otherwise attract visitors to your event/venue from more than 50 miles away (local events should be funded through local LTAC grants). Grant funds may not be used for the following:
 - i. Capital Improvements
 - ii. Advertising locally – to draw from local crowds for local events.

5. **Reporting.** RCW 67.28.1816 as amended includes reporting requirements for the Entity and the County on the use of funds distributed pursuant to this Agreement and the estimated and actual number of increased visitors. These reports are required to be provided by the Entity to the County and by the County to the Joint Legislative Audit and Review Committee (JLARC). The following provisions allow the Entity and The County to meet their respective requirements under RCW 67.28.1816.

- a. Estimated Increase in Visitors. As part of its LTAC application, the Entity shall provide the County with an estimate of the number of visitors resulting from the use of funds under this Agreement. The estimated number of visitors provided shall be consistent with the Entity's proposal to the County for lodging tax funds, to the extent such estimates were provided therein.
- b. Final Report on Increase in Visitors. Upon completion of the tourism promotion as specified with the application and this Agreement, but no later than the last working day in 15th day of December of the year funding was received, the Entity shall complete a report substantially and provide to the County a final report of the number of visitors resulting from the use of funds under this Agreement and expenditures and uses of funds under this Agreement. The numbers of visitors shall be based on an actual count, or if it is not practical to make an actual count, a good faith best-estimate of the number of visitors resulting from the use of funds under this Agreement. The final report shall describe the methods used to determine the actual number of visitors, or in the event such numbers were determined from an estimate, the methods used to determine such estimates.
- c. The County Reporting. The County shall provide the Entity's estimates and final report to JLARC as part of its annual report.
- d. All reimbursement requests must include copies of the invoice, receipt of payment and/or tear sheet to provide proof of request, payment and use. All reimbursement requests must be submitted on an itemized cover invoice provided by the County.

6. **Modifications.** The County may modify this Agreement and order changes in the work whenever necessary or advisable. The Entity will accept modifications consistent with state and local law when directed orally or in writing by the County Commissioners or designee.

GRANT COUNTY TOURISM PROMOTION AGREEMENT

7. **Term of Contract.** This Agreement shall be in full force and effect upon full execution and shall remain in effect until terminated either by The Entity expending the allocated County funds or completion of the tourism promotion activities. Either Party may terminate this Agreement by 30 days written notice to the other Party or with no notice upon a determination by the County that the funds will not be or have not been used for the purpose as stated in this Agreement. In the event of such termination, the County shall cease and desist from distributing any further funds to The Entity for work performed or otherwise. The County shall make payment for all work satisfactorily performed up to the time of termination.

8. **Compensation.** The County agrees to pay the Entity an amount not to exceed \$ 10000, as recommend by the LTAC and approved by the County Commissioners.

9. **Payment.** The County shall pay the Entity upon presentation of approved documentation to the County. The Entity shall be responsible for showing that the County funds were used for tourism promotion. The proof of expenses shall be forwarded for reimbursement to the LTAC Clerk, as part of required reporting, at the below stated address no later than 60-days from the completion of your event and/or no later than the 15th day of December in the year that funds were awarded for year around promotion.

The County reserves the right to withhold payment of funds under this Agreement which is determined in the reasonable judgment of the LTAC or designee to be noncompliant with the scope of work, the County standards, and the County ordinances, or federal or state law.

10. **Applicable Laws and Standards.** The Parties, in the performance of this Agreement, agree to comply with all applicable federal, state, and local laws, ordinances, and regulations.

11. **Relationship of the Parties.** It is understood, agreed, and declared that the Entity, its employees, agents and assigns shall be an independent contractor and not the agent or employee of the County, that the County is interested in only the results to be achieved, and that the right to control the particular manner, method, and means in which the services are performed is solely within the discretion of the Entity. All employees who provide services to the County under this Agreement shall be deemed employees solely of the Entity. The Entity shall be solely responsible for the conduct and actions of all employees of the Entity under this Agreement and any liability that may attach thereto.

12. **Records.** The County or State Auditor or any of their representatives shall have full access to and the right to examine during normal business hours all the Entity's records with respect to all matters covered in this Agreement. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls and record of matters covered by this Agreement for a period of three years from the date final payment is made hereunder.

13. **Indemnification and Hold Harmless.** The Entity shall, at its sole expense, defend, indemnify and hold harmless the County and its officers, agents, and employees, from any and all

GRANT COUNTY TOURISM PROMOTION AGREEMENT

claims, actions, suits, liability, loss, costs, attorney's fees and costs of litigation, expenses, injuries, and damages of any nature whatsoever relating to or arising out of the wrongful or negligent acts, errors or omissions in the services provided by the Entity, the Entity's agents, subcontractors, subconsultants and employees to the fullest extent permitted by law, subject only to the limitations provided below.

The Entity's duty to defend, indemnify and hold harmless the County shall not apply to liability for damages arising out of such services caused by or resulting from the sole negligence of the County or the County's agents or employees pursuant to RCW 4.24.115.

The Entity's duty to defend, indemnify and hold harmless the County against liability for damages arising out of such services caused by the concurrent negligence of (a) the County or the County's agents or employees, and (b) the Entity, the Entity's agents, subcontractors, subconsultants and employees, shall apply only to the extent of the negligence of the Entity, the Entity's agents, subcontractors, subconsultants and employees.

The Entity's duty to defend, indemnify and hold the County harmless shall include, as to all claims, demands, losses and liability to which it applies, the County's personnel-related costs, reasonable attorneys' fees, and the reasonable value of any services rendered by the office of the County Prosecuting Attorney, outside consultant costs, court costs, fees for collection, and all other claim-related expenses.

The Entity specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. These indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefits acts. Provided, that the Entity's waiver of immunity under this provision extends only to claims against the Entity by the County, and does not include, or extend to, any claims by the Entity's employees directly against the Entity. The Entity hereby certifies that this indemnification provision was mutually negotiated.

14. Waiver. No officer, employee, agent, or other individual acting on behalf of either Party has the power, right or authority to waive any of the conditions or provisions of this Agreement. A waiver in one instance shall not be held to be a waiver of any other subsequent breach or nonperformance. All remedies afforded in this Agreement or by law, shall be taken and construed as cumulative, and in addition to every other remedy provided herein or by law. Failure of either Party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other Party of any provision hereof shall in no way be construed to be a waiver of such provisions nor shall it affect the validity of this Agreement or any part thereof.

15. Assignment and Delegation. Neither Party shall assign, transfer or delegate any or all of the responsibilities of this Agreement or the benefits received hereunder without first obtaining the written consent of the other Party.

GRANT COUNTY TOURISM PROMOTION AGREEMENT

16. **Subcontracts.** Except as otherwise provided herein, the Entity shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the County.
17. **Confidentiality.** The Entity may, from time to time, receive information which is deemed by the County to be confidential. The Entity shall not disclose such information without the prior express written consent of the County or upon order of a Court of competent jurisdiction.
18. **Jurisdiction and Venue.** This Agreement is entered into in Grant County, Washington. Disputes between the County and the Entity shall be resolved in the Superior Court of the State of Washington in Grant County. Notwithstanding the foregoing, the Entity agrees that it may, at the County's request, be joined as a party in any arbitration proceeding between the County and any third party that includes a claim or claims that arise out of, or that are related to the Entity's services under this Agreement. The Entity further agrees that the Arbitrator(s) decision therein shall be final and binding on the Entity and that judgment may be entered upon it in any court having jurisdiction thereof.
19. **Cost and Attorney's Fees.** The prevailing party in any litigation or arbitration arising out of this Agreement shall be entitled to its reasonable attorney's fees and costs of such litigation (including expert witness fees).
20. **Entire Agreement.** This written Agreement constitutes the entire and complete agreement between the Parties and supersedes any prior oral or written agreements. This Agreement may not be changed, modified, or altered except in writing signed by the Parties hereto.
21. **Anti-kickback.** No officer or employee of the County, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in this Agreement, or have solicited, accepted, or granted a present or future gift, favor, service, or other thing of value from any person with an interest in this Agreement.
22. **Severability.** If any section, sentence, clause, or phrase of this Agreement should be held to be invalid for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of any other section, sentence, clause or phrase of this Agreement.

GRANT COUNTY TOURISM PROMOTION AGREEMENT

ENTITY APPROVAL:

Bob McManis ORGANIZATION: Best of Barrels Only, LLC
Sign Here
HELEN "Bob" McManis, owner EVENT: 3 Events
Printed Name / Position
04/19/2023 AMOUNT: \$ 10,000
Date

COUNTY APPROVAL:

Signed this _____ day of _____, 2023

GRANT COUNTY

BOARD OF COUNTY COMMISSIONERS

Rob Jones, Chair

Cindy Carter, Vice Chair

Danny E. Stone, Member

ATTEST:

Barbara J. Vasquez, Clerk of the Board

Date

Approved as to form:

Barbara G. Duerbeck

Barbara G. Duerbeck, WSBA #53946
Grant County Civil Deputy Prosecuting Attorney



GRANT COUNTY TOURISM PROMOTION AGREEMENT

LTAC GRANT #: 2023-25

EVENT: Tourism Promotion

ORGANIZATION: Grand Coulee Dam Area Chamber of Commerce

AMOUNT: \$ 20,000

THIS AGREEMENT is made by and between Grant County, a non-charter County of the State of Washington, hereinafter referred to as "County," and Grand Coulee Dam Area Chamber of Commerce hereinafter referred to as "The Entity," jointly referred to as "Parties."

DEFINITIONS

Tourism Promotion. "Tourism promotion" means activities, operations, and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies; and funding the marketing of or the operation of special events and festivals designed to attract tourists.

Fund(s). "Fund(s)" is defined as any amount of compensation derived from the lodging tax monies of Grant County which is allocated to the Entity for tourism promotion.

IN CONSIDERATION of the terms and conditions contained herein, the Parties covenant and agree as follows:

- Purpose of Agreement.** The purpose of this Agreement is for the County and the Entity to promote tourism in Grant County. The County agrees to make funds available to the Entity for the purpose of tourism promotion to attract visitors overnight to create business and revenue in Grant County.
- Administration.** The Board of County Commissioners Office shall administer and be the primary contact for The Entity regarding terms of this Agreement. For good cause, as solely determined by the County, the County may direct that the Entity is no longer entitled to the use of said funds for tourism promotion and terminate this Agreement.
- Representations.** The Entity shall use the funds received from the County for tourism promotion and advertising solely for the purposes and in accordance with the proposal submitted by the Entity to the County. The Entity shall perform the services and work set forth in the proposal and promptly cure any failure in performance. The County has relied upon the representations made by the Entity in the proposal. By execution of this Agreement, the Entity represents that the funds will be used for tourism promotion as defined by this Agreement in accordance with all current laws, rules and regulations. No substitutions of purpose or use of the funds shall be made without the written consent of the County. The County shall make decisions and carry out its other responsibilities in a timely manner.



GRANT COUNTY TOURISM PROMOTION AGREEMENT

4. **Requirements for Grant Use.** Tourism promotion grants are intended to increase Tourism and to draw tourists from more than 50 miles away. As a requirement of your grant approval you will be required to:

- a. Promote Grant County LTAC, on all advertising, as a sponsor and have the Grant County LTAC logo provided to all appropriate media. The logo for advertising use is available in multiple formats at: <https://wa-grantcounty.civicplus.com/1032/Lodging-Tax-Advisory-Committee-LTAC-Logo>.
- b. Utilize grant funds to advertise, promote or otherwise attract visitors to your event/venue from more than 50 miles away (local events should be funded through local LTAC grants). Grant funds may not be used for the following:
 - i. Capital Improvements
 - ii. Advertising locally – to draw from local crowds for local events.

5. **Reporting.** RCW 67.28.1816 as amended includes reporting requirements for the Entity and the County on the use of funds distributed pursuant to this Agreement and the estimated and actual number of increased visitors. These reports are required to be provided by the Entity to the County and by the County to the Joint Legislative Audit and Review Committee (JLARC). The following provisions allow the Entity and The County to meet their respective requirements under RCW 67.28.1816.

- a. **Estimated Increase in Visitors.** As part of its LTAC application, the Entity shall provide the County with an estimate of the number of visitors resulting from the use of funds under this Agreement. The estimated number of visitors provided shall be consistent with the Entity's proposal to the County for lodging tax funds, to the extent such estimates were provided therein.
- b. **Final Report on Increase in Visitors.** Upon completion of the tourism promotion as specified with the application and this Agreement, but no later than the last working day in 15th day of December of the year funding was received, the Entity shall complete a report substantially and provide to the County a final report of the number of visitors resulting from the use of funds under this Agreement and expenditures and uses of funds under this Agreement. The numbers of visitors shall be based on an actual count, or if it is not practical to make an actual count, a good faith best-estimate of the number of visitors resulting from the use of funds under this Agreement. The final report shall describe the methods used to determine the actual number of visitors, or in the event such numbers were determined from an estimate, the methods used to determine such estimates.
- c. **The County Reporting.** The County shall provide the Entity's estimates and final report to JLARC as part of its annual report.
- d. **All reimbursement requests** must include copies of the invoice, receipt of payment and/or tear sheet to provide proof of request, payment and use. All reimbursement requests must be submitted on an itemized cover invoice provided by the County.

6. **Modifications.** The County may modify this Agreement and order changes in the work whenever necessary or advisable. The Entity will accept modifications consistent with state and local law when directed orally or in writing by the County Commissioners or designee.

GRANT COUNTY TOURISM PROMOTION AGREEMENT

7. **Term of Contract.** This Agreement shall be in full force and effect upon full execution and shall remain in effect until terminated either by The Entity expending the allocated County funds or completion of the tourism promotion activities. Either Party may terminate this Agreement by 30 days written notice to the other Party or with no notice upon a determination by the County that the funds will not be or have not been used for the purpose as stated in this Agreement. In the event of such termination, the County shall cease and desist from distributing any further funds to The Entity for work performed or otherwise. The County shall make payment for all work satisfactorily performed up to the time of termination.

8. **Compensation.** The County agrees to pay the Entity an amount not to exceed \$ 20000, as recommend by the LTAC and approved by the County Commissioners.

9. **Payment.** The County shall pay the Entity upon presentation of approved documentation to the County. The Entity shall be responsible for showing that the County funds were used for tourism promotion. The proof of expenses shall be forwarded for reimbursement to the LTAC Clerk, as part of required reporting, at the below stated address no later than 60-days from the completion of your event and/or no later than the 15th day of December in the year that funds were awarded for year around promotion.

The County reserves the right to withhold payment of funds under this Agreement which is determined in the reasonable judgment of the LTAC or designee to be noncompliant with the scope of work, the County standards, and the County ordinances, or federal or state law.

10. **Applicable Laws and Standards.** The Parties, in the performance of this Agreement, agree to comply with all applicable federal, state, and local laws, ordinances, and regulations.

11. **Relationship of the Parties.** It is understood, agreed, and declared that the Entity, its employees, agents and assigns shall be an independent contractor and not the agent or employee of the County, that the County is interested in only the results to be achieved, and that the right to control the particular manner, method, and means in which the services are performed is solely within the discretion of the Entity. All employees who provide services to the County under this Agreement shall be deemed employees solely of the Entity. The Entity shall be solely responsible for the conduct and actions of all employees of the Entity under this Agreement and any liability that may attach thereto.

12. **Records.** The County or State Auditor or any of their representatives shall have full access to and the right to examine during normal business hours all the Entity's records with respect to all matters covered in this Agreement. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls and record of matters covered by this Agreement for a period of three years from the date final payment is made hereunder.

13. **Indemnification and Hold Harmless.** The Entity shall, at its sole expense, defend, indemnify and hold harmless the County and its officers, agents, and employees, from any and all

GRANT COUNTY TOURISM PROMOTION AGREEMENT

claims, actions, suits, liability, loss, costs, attorney's fees and costs of litigation, expenses, injuries, and damages of any nature whatsoever relating to or arising out of the wrongful or negligent acts, errors or omissions in the services provided by the Entity, the Entity's agents, subcontractors, subconsultants and employees to the fullest extent permitted by law, subject only to the limitations provided below.

The Entity's duty to defend, indemnify and hold harmless the County shall not apply to liability for damages arising out of such services caused by or resulting from the sole negligence of the County or the County's agents or employees pursuant to RCW 4.24.115.

The Entity's duty to defend, indemnify and hold harmless the County against liability for damages arising out of such services caused by the concurrent negligence of (a) the County or the County's agents or employees, and (b) the Entity, the Entity's agents, subcontractors, subconsultants and employees, shall apply only to the extent of the negligence of the Entity, the Entity's agents, subcontractors, subconsultants and employees.

The Entity's duty to defend, indemnify and hold the County harmless shall include, as to all claims, demands, losses and liability to which it applies, the County's personnel-related costs, reasonable attorneys' fees, and the reasonable value of any services rendered by the office of the County Prosecuting Attorney, outside consultant costs, court costs, fees for collection, and all other claim-related expenses.

The Entity specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. These indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefits acts. Provided, that the Entity's waiver of immunity under this provision extends only to claims against the Entity by the County, and does not include, or extend to, any claims by the Entity's employees directly against the Entity. The Entity hereby certifies that this indemnification provision was mutually negotiated.

14. Waiver. No officer, employee, agent, or other individual acting on behalf of either Party has the power, right or authority to waive any of the conditions or provisions of this Agreement. A waiver in one instance shall not be held to be a waiver of any other subsequent breach or nonperformance. All remedies afforded in this Agreement or by law, shall be taken and construed as cumulative, and in addition to every other remedy provided herein or by law. Failure of either Party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other Party of any provision hereof shall in no way be construed to be a waiver of such provisions nor shall it affect the validity of this Agreement or any part thereof.

15. Assignment and Delegation. Neither Party shall assign, transfer or delegate any or all of the responsibilities of this Agreement or the benefits received hereunder without first obtaining the written consent of the other Party.

GRANT COUNTY TOURISM PROMOTION AGREEMENT

16. **Subcontracts.** Except as otherwise provided herein, the Entity shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the County.
17. **Confidentiality.** The Entity may, from time to time, receive information which is deemed by the County to be confidential. The Entity shall not disclose such information without the prior express written consent of the County or upon order of a Court of competent jurisdiction.
18. **Jurisdiction and Venue.** This Agreement is entered into in Grant County, Washington. Disputes between the County and the Entity shall be resolved in the Superior Court of the State of Washington in Grant County. Notwithstanding the foregoing, the Entity agrees that it may, at the County's request, be joined as a party in any arbitration proceeding between the County and any third party that includes a claim or claims that arise out of, or that are related to the Entity's services under this Agreement. The Entity further agrees that the Arbitrator(s) decision therein shall be final and binding on the Entity and that judgment may be entered upon it in any court having jurisdiction thereof.
19. **Cost and Attorney's Fees.** The prevailing party in any litigation or arbitration arising out of this Agreement shall be entitled to its reasonable attorney's fees and costs of such litigation (including expert witness fees).
20. **Entire Agreement.** This written Agreement constitutes the entire and complete agreement between the Parties and supersedes any prior oral or written agreements. This Agreement may not be changed, modified, or altered except in writing signed by the Parties hereto.
21. **Anti-kickback.** No officer or employee of the County, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in this Agreement, or have solicited, accepted, or granted a present or future gift, favor, service, or other thing of value from any person with an interest in this Agreement.
22. **Severability.** If any section, sentence, clause, or phrase of this Agreement should be held to be invalid for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of any other section, sentence, clause or phrase of this Agreement.

GRANT COUNTY TOURISM PROMOTION AGREEMENT

ENTITY APPROVAL:


Commerce

Sign Here

Natalie Dennis

Printed Name / Position

4-21-2023

Date

ORGANIZATION: Grand Coulee Dam Area Chamber of

EVENT: Tourism Promotion

AMOUNT: \$ 20,000

COUNTY APPROVAL:

Signed this _____ day of _____, 2023

GRANT COUNTY

BOARD OF COUNTY COMMISSIONERS

Rob Jones, Chair

Cindy Carter, Vice Chair


Danny E. Stone, Member

ATTEST:

Barbara J. Vasquez, Clerk of the Board

Date

Approved as to form:


Barbara G. Duerbeck, WSBA #53946

Grant County Civil Deputy Prosecuting Attorney

GRANT COUNTY TOURISM PROMOTION AGREEMENT

LTAC GRANT #: 2023-27

EVENT: Tourism Promotion

ORGANIZATION: Columbia Basin Allied Arts

AMOUNT: \$ 13,500



THIS AGREEMENT is made by and between Grant County, a non-charter County of the State of Washington, hereinafter referred to as "County," and Columbia Basin Allied Arts hereinafter referred to as "The Entity," jointly referred to as "Parties."

DEFINITIONS

Tourism Promotion. "Tourism promotion" means activities, operations, and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies; and funding the marketing of or the operation of special events and festivals designed to attract tourists.

Fund(s). "Fund(s)" is defined as any amount of compensation derived from the lodging tax monies of Grant County which is allocated to the Entity for tourism promotion.

IN CONSIDERATION of the terms and conditions contained herein, the Parties covenant and agree as follows:

- Purpose of Agreement.** The purpose of this Agreement is for the County and the Entity to promote tourism in Grant County. The County agrees to make funds available to the Entity for the purpose of tourism promotion to attract visitors overnight to create business and revenue in Grant County.
- Administration.** The Board of County Commissioners Office shall administer and be the primary contact for The Entity regarding terms of this Agreement. For good cause, as solely determined by the County, the County may direct that the Entity is no longer entitled to the use of said funds for tourism promotion and terminate this Agreement.
- Representations.** The Entity shall use the funds received from the County for tourism promotion and advertising solely for the purposes and in accordance with the proposal submitted by the Entity to the County. The Entity shall perform the services and work set forth in the proposal and promptly cure any failure in performance. The County has relied upon the representations made by the Entity in the proposal. By execution of this Agreement, the Entity represents that the funds will be used for tourism promotion as defined by this Agreement in accordance with all current laws, rules and regulations. No substitutions of purpose or use of the funds shall be made without the written consent of the County. The County shall make decisions and carry out its other responsibilities in a timely manner.

GRANT COUNTY TOURISM PROMOTION AGREEMENT

4. **Requirements for Grant Use.** Tourism promotion grants are intended to increase Tourism and to draw tourists from more than 50 miles away. As a requirement of your grant approval you will be required to:

- a. Promote Grant County LTAC, on all advertising, as a sponsor and have the Grant County LTAC logo provided to all appropriate media. The logo for advertising use is available in multiple formats at: <https://wa-grantcounty.civicplus.com/1032/Lodging-Tax-Advisory-Committee-LTAC-Logo>.
- b. Utilize grant funds to advertise, promote or otherwise attract visitors to your event/venue from more than 50 miles away (local events should be funded through local LTAC grants). Grant funds may not be used for the following:
 - i. Capital Improvements
 - ii. Advertising locally – to draw from local crowds for local events.

5. **Reporting.** RCW 67.28.1816 as amended includes reporting requirements for the Entity and the County on the use of funds distributed pursuant to this Agreement and the estimated and actual number of increased visitors. These reports are required to be provided by the Entity to the County and by the County to the Joint Legislative Audit and Review Committee (JLARC). The following provisions allow the Entity and The County to meet their respective requirements under RCW 67.28.1816.

- a. Estimated Increase in Visitors. As part of its LTAC application, the Entity shall provide the County with an estimate of the number of visitors resulting from the use of funds under this Agreement. The estimated number of visitors provided shall be consistent with the Entity's proposal to the County for lodging tax funds, to the extent such estimates were provided therein.
- b. Final Report on Increase in Visitors. Upon completion of the tourism promotion as specified with the application and this Agreement, but no later than the last working day in 15th day of December of the year funding was received, the Entity shall complete a report substantially and provide to the County a final report of the number of visitors resulting from the use of funds under this Agreement and expenditures and uses of funds under this Agreement. The numbers of visitors shall be based on an actual count, or if it is not practical to make an actual count, a good faith best-estimate of the number of visitors resulting from the use of funds under this Agreement. The final report shall describe the methods used to determine the actual number of visitors, or in the event such numbers were determined from an estimate, the methods used to determine such estimates.
- c. The County Reporting. The County shall provide the Entity's estimates and final report to JLARC as part of its annual report.
- d. All reimbursement requests must include copies of the invoice, receipt of payment and/or tear sheet to provide proof of request, payment and use. All reimbursement requests must be submitted on an itemized cover invoice provided by the County.

6. **Modifications.** The County may modify this Agreement and order changes in the work whenever necessary or advisable. The Entity will accept modifications consistent with state and local law when directed orally or in writing by the County Commissioners or designee.

GRANT COUNTY TOURISM PROMOTION AGREEMENT

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8. **Compensation.** The County agrees to pay the Entity an amount not to exceed \$ 13500, as recommend by the LTAC and approved by the County Commissioners.

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The County reserves the right to withhold payment of funds under this Agreement which is determined in the reasonable judgment of the LTAC or designee to be noncompliant with the scope of work, the County standards, and the County ordinances, or federal or state law.

10. **Applicable Laws and Standards.** The Parties, in the performance of this Agreement, agree to comply with all applicable federal, state, and local laws, ordinances, and regulations.

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GRANT COUNTY TOURISM PROMOTION AGREEMENT

claims, actions, suits, liability, loss, costs, attorney's fees and costs of litigation, expenses, injuries, and damages of any nature whatsoever relating to or arising out of the wrongful or negligent acts, errors or omissions in the services provided by the Entity, the Entity's agents, subcontractors, subconsultants and employees to the fullest extent permitted by law, subject only to the limitations provided below.

The Entity's duty to defend, indemnify and hold harmless the County shall not apply to liability for damages arising out of such services caused by or resulting from the sole negligence of the County or the County's agents or employees pursuant to RCW 4.24.115.

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The Entity specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. These indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefits acts. Provided, that the Entity's waiver of immunity under this provision extends only to claims against the Entity by the County, and does not include, or extend to, any claims by the Entity's employees directly against the Entity. The Entity hereby certifies that this indemnification provision was mutually negotiated.

14. Waiver. No officer, employee, agent, or other individual acting on behalf of either Party has the power, right or authority to waive any of the conditions or provisions of this Agreement. A waiver in one instance shall not be held to be a waiver of any other subsequent breach or nonperformance. All remedies afforded in this Agreement or by law, shall be taken and construed as cumulative, and in addition to every other remedy provided herein or by law. Failure of either Party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other Party of any provision hereof shall in no way be construed to be a waiver of such provisions nor shall it affect the validity of this Agreement or any part thereof.

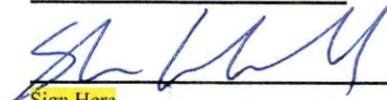
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GRANT COUNTY TOURISM PROMOTION AGREEMENT

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21. **Anti-kickback.** No officer or employee of the County, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in this Agreement, or have solicited, accepted, or granted a present or future gift, favor, service, or other thing of value from any person with an interest in this Agreement.
22. **Severability.** If any section, sentence, clause, or phrase of this Agreement should be held to be invalid for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of any other section, sentence, clause or phrase of this Agreement.

GRANT COUNTY TOURISM PROMOTION AGREEMENT

ENTITY APPROVAL:

 ORGANIZATION: Columbia Basin Allied Arts
Sign Here
Shawn Cardwell EVENT: Tourism Promotion
Printed Name / Position Exec. Dir.
4/19/23 AMOUNT: \$ 13,500
Date

COUNTY APPROVAL:

Signed this 19th day of April, 2023

GRANT COUNTY

BOARD OF COUNTY COMMISSIONERS

Rob Jones, Chair

Cindy Carter, Vice Chair


Danny E. Stone, Member

ATTEST:

Barbara J. Vasquez, Clerk of the Board

Date

Approved as to form:


Barbara G. Duerbeck, WSBA #53946
Grant County Civil Deputy Prosecuting Attorney